रजिस्ट्री सं. डी. एल. (एन) 04/0007/2003—05 REGD. NO. D. L. (N) 04/0007/2003—05

भारत का राजपत्र
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सं. 23] नई दिल्ली, मई 29—जून 4, 2016, शनिवार/ज्येष्ठ 8—ज्येष्ठ 14, 1938
No. 23] NEW DELHI, MAY 29—JUNE 4, 2016, SATURDAY/JYAISTHA 8—JYAISTHA 14, 1938

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 25 मई, 2016

का.आ. 1066.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कोंसलावास, दुबई में श्री जितेंदर सिंह खत्री, सहायक अनुभाग अधिकारी, श्री प्रसन्ता कुमार बैस्नव, ए.पी. डब्ल्यू. ओ., श्री अनिल कुमार मुखी, सहायक अनुभाग अधिकारी, श्री जेठू राम, जूनियर सचिवालय सहायक, श्री जसपाल अहुजा, सहायक अनुभाग अधिकारी, महेन्दर कुमार, सहायक अनुभाग अधिकारी और श्री कनवलजीत सिंह, जूनियर सचिवालय सहायक को दिनांक 25 मार्च, 2016 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी.-4330/07/2016]

प्रकाश चन्द, उप सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 25th May, 2016

S.O. 1066.– Statutory Order : In pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints (1) Shri Jitender Singh Khatri, Assistant Section Officer, (2) Shri Prasanta Kumar Baisnab, APWO (3) Shri Anil Kumar Mukhi, Assistant Section Officer (4) Shri Jethu Ram, Junior Secretariat Assistant (5) Shri Jaspal Ahuja, Assistant Section Officer (6) Shri Mahender Kumar, Assistant Section Officer and (7) Shri Kanwaljit Singh, Junior Secretariat Assistant as Assistant Consular Officer in the Consulate General of India, Dubai to perform Consular services with effect from 25 May, 2016.

[No. T.-4330/07/2016]

PRAKASH CHAND, Dy. Secy. (Consular)

नई दिल्ली, 26 मई, 2016

का.आ. 1067.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केन्द्र सरकार भारत के दूतावास, नियामे में श्री सतीश भारती, सहायक अनुभाग अधिकारी को दिनांक 26 मई, 2016 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी.-4330/01/2016]

प्रकाश चन्द, उप सचिव (कोंसुलर)

New Delhi, the 26th May, 2016

S.O. 1067.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Shri Satish Bharti, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Niamey to perform the Consular Services with effect from 26 May, 2016.

[No. T.-4330/01/2016]

PRAKASH CHAND, Dy. Secy. (Consular)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 27 मई, 2016

का.आ. 1068.—केन्द्र सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (डीएसपीई अधिनियम, 1946) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए डीएसपीई अधिनियम की धारा 5 के अंतर्गत दिल्ली विशेष पुलिस स्थापन के सदस्यों को भारतीय दंड संहिता की धारा 4 के अंतर्गत वर्णित अपराधों अर्थात् केन्द्र सरकार द्वारा समय-समय पर संदर्भित भारत के प्रादेशिक क्षेत्राधिकार के बाहर किए गए अपराधों की जांच-पड़ताल तथा अभियोजन करने की शक्ति प्रदान करती है तथा क्षेत्राधिकार का विस्तार करती है। केन्द्रीय अन्वेषण ब्यूरो (सीबीआई) को दंड प्रक्रिया संहिता की धारा 188 के अंतर्गत गृह मंत्रालय से ऐसे मामलों से निपटने और स्वीकृति प्राप्त करने के लिए केन्द्रीय एजेंसी के रूप में भी नामोदिष्ट किया जाता है।

यह अधिसूचना सरकारी राजपत्र में इसके प्रकाशित होने की तारीख से प्रवृत्त होगी।

[सं. 245/41/2015-एवीडी-II]

मो. नदीम, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIVEANCES AND PENSIONS
(Department of Personnel and Training)

New Delhi, the 27th May, 2016

S.O. 1068.—In exercise of the powers conferred by Section 3 of Delhi Special Police Establishment Act, 1946 (DSPE Act, 1946) (DSPE Act, 1946) the Central Government hereby empowers and extends the jurisdiction of members of Delhi Special Police Establishment u/s 5 of DSPE Act, to investigate and prosecute the offences and described u/s 4 of IPC i.e., the offences committed outside territorial jurisdiction of India referred by Central Government from time to time. CBI is also hereby designated as nodal authority to deal with and obtain sanction for prosecution from MHA under section 188 Cr. P.C.

This Notification shall come into force on the date of its publication in the official gazette.

[No. 245/41/2015-AVD-II]

Md. NADEEM, Under Secy.

नई दिल्ली, 27 मई, 2016

का.आ. 1069.—केन्द्र सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त **श**क्तियों का प्रयोग करते हुए नैनीताल स्थित उत्तराखंड उच्च न्यायालय में दिल्ली वि**शे**ष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित मामलों के अभियोजन तथा इनसे उत्पन्न दिल्ली वि**शेष** पुलिस स्थापना (सीबीआई) द्वारा अन्वे**षि**त प्रासंगिक अन्य मामलों में अपील, पुनरीक्षण का संचालन करने के लिए श्री संदीप टंडन, अधिवक्ता को उनकी नियुक्ति की तारीख से तीन वर्षों के लिए अथवा अगले आदे**शों** तक, जो भी पहले हो, वि**शे**ष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/14/2016–ए.वी.डी.–II)]
मो. नदीम, अवर सचिव

New Delhi, the 27th May, 2016

S.O. 1069.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Sandeep Tandon, Advocate as Special Public Prosecutor for conducting prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the Uttarakhand High Court at Nainital and appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (CBI) for a period of three years from the date of appointment or until further orders, whichever is earlier.

[F.No. 225/14/2016-AVD-II]
Md. NADEEM, Under Secy.

नई दिल्ली, 31 मई, 2016

का.आ. 1070.—केन्द्र सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं.2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त **श**क्तियों का प्रयोग करते हुए पोर्ट ब्लेयर स्थित विचारण न्यायालयों में केन्द्रीय अन्वेषण ब्यूरो द्वारा उन्हें सौंपे गए दिल्ली विशेष पुलिस स्थापना (के.अ. ब्यूरो) द्वारा संस्थापित मामलों के अभियोजन का संचालन करने तथा विधि द्वारा संस्थापित पुनरीक्षण अथवा अपीलीय न्यायालयों में उन मामलों से उत्पन्न प्रासंगिक अन्य मामलों में अपील/पुनरीक्षण हेतु निम्नलिखित अधिवक्ताओं को उनकी नियुक्ति की तारीख से तीन वर्ष की अवधि तक अथवा अधिवक्ताओं को सौंपे गए मामलों के निपटान तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है :

सर्वश्री

(1) के. एम. बी. जयपाल
(2) अनिल कुमार चक्रवर्ती

[फा. सं. 225/24/2015–ए.वी.डी.–II]
मो. नदीम, अवर सचिव

New Delhi, the 31st May, 2016

S.O. 1070.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting prosecution of cases instituted by Delhi Special Police Establishment (CBI) as entrusted to them by the Central Bureau of Investigation in the trial courts at Port Blair and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by law for a period of three years from the date of appointment or disposal of the cases entrusted to the counsels whichever is earlier:

S/Shri

(1) K.M.B. Jayapal
(2) Anil Kumar Chakraborthy

[F. No. 225/24/2015-AVD-II]
Md. NADEEM, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य और परिवार कल्याण विभाग)
शुद्धि–पत्र

नई दिल्ली, 2 मई, 2016

का.आ.1071.—विभाग की अधिसूचना संख्या यू. 12012/84/2012–एमई–1 भाग दिनांक 29.03.2016 में वि**श्व**विद्यालय का नाम जहां कहीं भी स्वामी रामा हिमालय विश्वविद्यालय, देहरादून है, उनके स्थान पर स्वामी रामा हिमालयन विश्वविद्यालय, देहरादून पढ़ा जाए।

[सं.यू–12012/84/2012–एमई–I भाग–I]
अमित बिस्वास, संयुक्त सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health and Family Welfare)
CORRIGENDUM

New Delhi, the 2nd May, 2016

S.O. 1071.—In the Department's Notification No. U.12012/84/2012-ME.I Pt dated 29.03.2016, the name of the University may be read as Swami Rama Himalayan University, Dehradun in place of Swami Rama Himalaya University, Dehradun wherever it occurs.

[No. U.-12012/84/2012-ME.-I Part-I]
AMIT BISWAS, Under Secy.

शुद्धि–पत्र

नई दिल्ली, 2 मई, 2016

का.आ. 1072.—इस भाग की अधिसूचना सं. यू–12012/482/2015–एमई(पी.II) दिनांक 04.08.2015 के अनुक्रम में, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद् से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित और संशोधन करती है, अर्थात्:–

उक्त प्रथम अनुसूची में–

''महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र'' के समक्ष पंजीकरण के लिए संक्षिप्तिकरण' कालम (3) शीर्षक के अंतर्गत एमडी/एमएस (शरीर रचना) मान्यता प्राप्त 'आयुर्विज्ञान अर्हता होगी जब यह डॉक्टर शंकर राव चव्हाण गवर्नमेंट मेडिकल कॉलेज, नांदेड़, महराष्ट्र में 2014 की बजाए 2013 अथवा उसके पश्चात् प्रशिक्षित किए गए छात्रों को महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र द्वारा प्रदत्त होगी।

[सं. यू–12012/482/2015–एमई–I]
अमित बिस्वास, संयुक्त सचिव

CORRIGENDUM

New Delhi, the 2nd May, 2016

S.O. 1072.—In continuation to this Department's Notification No. U.-12012/482/2015-ME(P.II) dated 4.08.2015, and in exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule of the said Act, namely :

In the said Schedule –

against ''Maharashtra University of Health Sciences, Nashik, Maharashtra'' under the heading 'Abbreviation for Registration' column (3), the MD/MS (Anatomy) qualification shall be a recognised medical qualification when granted by Maharashtra University of Health Sciences, Nashik, Maharashtra in respect of students being trained at Dr. Shankarrao Chavan Govt. Medical College, Nanded, Maharashtra on or after 2013 instead of 2014''.

[No. U-12012/482/2015-ME.I]
AMIT BISWAS, Under Secy.

नई दिल्ली, 30 मई, 2016

का.आ. 1073.—जबकि भारतीय आयुर्विज्ञान परिषद् (संशोधन) अध्यादेश, 2013 की धारा 3क की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 6 नवंबर, 2013 को भारतीय आयुर्विज्ञान परिषद् का पुनर्गठन किया गया था;

और, जबकि केंद्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ख) के अनुसरण में और संबंधित विश्वविद्यालयों / स्वास्थ्य विज्ञान विश्वविद्यालयों द्वारा यथासूचित निम्नलिखित को इस अधिसूचना के जारी होने की तारीख से चार वर्ष के लिए भारतीय आयुर्विज्ञान परिषद् के सदस्य के रूप में निर्वाचित किया गया है।

अब, इसलिए, उक्त अधिनियम की धारा 3 की उप-धारा (1) के प्रावधान के अनुसरण में केंद्र सरकार एतद्वारा दिनांक 9 जनवरी, 1960 को स्वास्थ्य मंत्रालय के तत्कालीन का.आ. 138 में भारत सरकार की अधिसूचना में निम्न संशोधन करती है, नामत :

भारत सरकार की अधिसूचना में स्वास्थ्य एवं परिवार कल्याण मंत्रालय के दिनांक 6 नवबंर, 2013 के का. आ. सं. 3324 (अ.) में, अंतिम प्रविष्टि तथा इससे संबंधित प्रविष्टि के बाद निम्नलिखित को शामिल किया जाएगा, नामत:

क्र. सं.	विश्वविद्यालय का नाम	निर्वाचित सदस्य का विवरण	चुनाव का माध्यम
46	एलएनसीटी विश्वविद्यालय, भोपाल	डॉ. भानु प्रकाश दूबे, संकायाध्यक्ष, एल.एन. मेडिकल कालेज, भोपाल	सीनेट द्वारा निर्विरोध रूप से निर्वाचित

[सं. वी.-11013/02/2015-एमईपी]

अमित बिस्वास, अवर सचिव

पाद टिप्पणी: मूल अधिसूचना को दिनांक 9 जनवरी, 1960 के का.आ. सं. 138 के तहत भारत के राजपत्र में प्रकाशित किया गया था तथा इसमें अंतिम संशोधन भारतीय आयुर्विज्ञान परिषद् (संशोधन) वित्तीय अध्यादेश, 2013 (2013 का 11) द्वारा किया गया था।

New Delhi, the 30th May, 2016

S.O. 1073.—Whereas on 06th November, 2013, the Medical Council of India was re-constituted in exercise of the powers conferred by sub-section (1) of section 3A of the Indian Medical Council (Amendment) Ordinance, 2013;

And, whereas the Central Government, in pursuance of Clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and as informed by the respective universities/health sciences universities, the following has been elected to be a member of the Medical Council of India for four years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated 9th January, 1960, namely:-

In the notification of the Government of India in the Ministry of Health & Family Welfare number S.O. 3324(E) dated 06th November, 2013 and amendments thereto, after the last entry and entry relating thereto, the following shall be inserted, namely:

S. No.	Name of the University	Details of the Elected Member	Mode of Election
46.	LNCT University, Bhopal	Dr. Bhanu Prakash Dubey, Dean, L.N. Medical College, Bhopal.	Elected unanimously by Senate.

[No.V.-11013/02/2015-MEP]

AMIT BISWAS, Under Secy.

Foot Note: The principal notification was published in the Gazette of India vide number S.O. 138 dated the 9th January, 1960 and was last amended vide Indian Medical Council (Amendment) Second Ordinance, 2013 (11 of 2013).

शहरी विकास मंत्रालय

नई दिल्ली, 23 मई, 2016

का.आ. 1074.—केन्द्रीय सरकार एतद्द्वारा शहरी विकास मंत्रालय के प्रशासनिक नियंत्रणाधीन दिल्ली विकास प्राधिकरण का निम्नलिखित कार्यालय, जिसके 80% से अधिक अधिकारियों और कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 (यथा संशोधित 1987) के नियम 10 के उपनियम (4) के अंतर्गत अधिसूचित करती है :

मुख्य अभियंता (विद्युत),
दिल्ली विकास प्राधिकरण,
वसंत कुंज, नई दिल्ली

[फा. सं. ई–11017/5/2013–हिन्दी]
धर्मेन्द्र, संयुक्त सचिव

MINISTRY OF URBAN DEVELOPMENT

New Delhi, the 23rd May, 2016

S.O. 1074—In pursuance of Sub-rule (4) of Rule 10 of Official Language (Use for official purpose of the Union) Rules, 1976, the Central Government hereby notified the following office of the Delhi Development Authroity, Ministry of Urban Development, where more than 80% of officers/employees have attained working knowledge of Hindi :

Chief Engineer (Electrical)
Delhi Development Authority
Vasant Kunj, New Delhi

[F. No. E-11017/5/2013-Hindi]

DHARMENDRA, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 30 मई, 2016

का.आ.1075.—कोयला खान भविष्य निधि एवं प्रक्रीर्ण उपबंध अधिनियम, 1948 (1948 का 46) के खंड 9 के उपखंड (2) के अनुसरण में केन्द्र सरकार श्री बी. के. पांडा, आईवोएफएस (88), कोयला खान भविष्य निधि आयुक्त, धनबाद को उक्त उपखंड के प्रयोजनों के लिए 25.05.2016 (पूर्वाहन) से पांच वर्षों की अवधि के लिये प्राधिकारी के रूप में विनिर्दिष्ट करती है।

[सं. 20/1/2016–एएसओ–II]

संजीब भट्टाचार्य, अवर सचिव

MINISTRY OF COAL

New Delhi, the 30th May, 2016

S.O. 1075.—In pursuance of Sub-section (2) of section 9 of the Coal Mines Provident Fund and Miscellanceous Provisions Act, 1948 (46 of 1948), the Central Government hereby specifies Srhi B. K. Panda, IOFS(88), the Coal Mines Provident Fund Commissioner, Dhanbad as the authority with effect from 20.05.2016 (forenoon) for a period of five years for the purposes of the said sub section.

[No. 20/1/2016-ASO-II]
SANJIB BHATTACHARYA, Under Secy.

नई दिल्ली, 30 मई, 2016

का.आ. 1076.—कोयला खान भविष्य निधि एवं प्रक्रीर्ण उपबंध अधिनियम, 1948 (1948 का 46) के खंड 3सी के उपखंड (1) के अनुसरण में केन्द्र सरकार श्री बी. के. पांडा, आईवोएफएस (88), को कोयला खान भविष्य निधि संगठन, धनबाद में कोयला खान भविष्य निधि आयुक्त के रूप 25.05.2016 (पूर्वाहन) से पांच वर्षों की अवधि के लिये अथवा अगले आदेशों, इसमें जो भी पहले हो तक नियुक्ति करती है।

[सं. 20/1/2016—एएसओ—I]
संजीब भट्टाचार्य, अवर सचिव

New Delhi, the 30th May, 2016

S.O. 1076—In exercise of the powers conferred by Sub-section (1) of section 3C of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948 (46 of 1948), the Central Government hereby appoints Shri B.K. Panda, IOFS(88) as the Coal Mines Provident Fund Commissioner in the Coal Mines Provident Fund Organisation, Dhanbad with effect from 20.05.2016(F.N.) for a period of five years or unitl further orders, whichever is earlier.

[No. 20/1/2016-ASO-I)
SANJIB BHATTACHARYA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 25 मई, 2016

का.आ. 1077.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल एक्साइज एंड कस्टम्स डिपार्टमेंट, भोपाल के प्रबंधतत्र के संबद्ध नियोजको और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सीजीआईटी/एलसी/100/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल—42012/68/2006—आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 25th May, 2016

S.O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/100/2007) of the Central Government Industrial Tribunal-CUM-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Excise & Customs Department, Bhopal and their workman, which was received by the Central Government on 25/05/2016.

[No. L-42012/68/2006-IR(DU)]
P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/100/2007

Shri Ashok Kumar Singh,R/o 392, B,
Ashoka Garden, Bhopal. …Workman

Versus

The Commissioner,
Central Excise & Customs Department, 48,
Administrative Area, Arera Hills,
Hoshangabad Road,
Bhopal. …Management

AWARD

Passed on this 29th day of April 2016

1. As per letter dated 4-10-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-42012/68/2006-IR(DU). The dispute under reference relates to:

   "Whether the action of the management of the Dy.Commissioner, Customs & Central Excise, Bhopal in terminating the services of their workman Shri Ashok Kumar Singh w.e.f. 11-3-03 is legal and justified? If not, to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim on 6-11-08. Case of Ist party workman is that he was appointed against clear vacant post of Farrash/ peon in 1992 following recruitment procedure. That he was continuously working till termination of is services on 31-3-03. His services were terminated without giving opportunity of hearing. The service record was satisfactory. 2nd party establishment is covered as industry under ID Act. He was continuously in service for 10 years. His services were terminated violating provisions of ID Act. He was not served with showcause notice. Any enquiry was not conducted against him. He was not paid retrenchment compensation. On such ground, Ist party submits that termination of his service without permission of Government is illegal. Workman prays for his reinstatement with consequential benefits.

3. 2nd party despite of repeated notices did not participate in reference proceedings. 2nd party was proceeded exparte on 2-8-2010.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of the Dy.Commissioner, Customs & Central Excise, Bhopal in terminating the services of their workman Shri Ashok Kumar Singh w.e.f. 11-3-03 is legal and justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. Ist party workman filed statement of claim contending that his services are terminated without notice, retrenchment compensation is not paid. 2nd party did not participate in reference proceeding and as such proceeded exparte. Case was repeatedly fixed for evidence of workman. Ist party workman also did not participate in reference proceeding. He failed to adduce evidence in support of his claim. For absence of evidence of workman, I record my finding in Point No.1 in Affirmative.

6. In the result, award is passed as under:-

   (1) The action of the management is proper and legal.
   (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2016

का.आ. 1078.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टेलीकॉम फैक्ट्री, जबलपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सं. सीजीआईटी/एलसी/10/09) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–40011/35/2008–आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2016

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/10/09) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Telecom Factory, Jabalpur and their workmen, which was received by the Central Government on 25/05/2016.

[No.L-40011/35/2008-IR(DU)]
P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/10/09

The Circle Secretary,
National Federation of Telecom Employees (BSNL),
(NFTE), Telecom Factory, Wright Town,
Jabalpur (MP) … Workman/Union

Versus

Chief General Manager,
Telecom Factory,
Wright Town,
Jabalpur. …Management

A W A R D

Passed on this 25th day of April 2016

1. As per letter dated 17-2-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40011/35/2008- IR(DU). The dispute under reference relates to:

   "Whether the action of the management of Chief General Manager, Telecom Factory, Jabalpur in not paying overtime allowance at double the rates as per provisions of the Factories Act, 1948 from 1-10-98 to its workers is legal and justified? If not, to what relief the workmen are entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party submitted statement of claim through Secretary. Case of Ist party is that Telecom Factory at Wright Town and Richhai are registered under Factories Act. Said Factory are under control of Chief General Manager, Telecom Factory, Wright Town, Jabalpur is under control of BSNL from 1-10-2000. Prior to it, said factory was under control of Department of Telecom and Ministry of Communication. That large number of industrial, non-industrial employees are working in those factories. Their service conditions are identical. The industrial employees are strictly involved in production are getting benefit under Section 59 of Factory Act. Non-industrial employees are denied benefit of overtime under Section 59 of the Act. They are paid overtime beyond 9 hours in a day, 48 hours in a week at Ordinary rates of wages. Employees working in different sections of factories like OS, Stationery purchase Muster, Budget Accounts costing pension etc are not involved in production work. They are denied overtime wages under Section 59 of the Factory Act under the pretext that they are not workman under Factory Act, 1948. That other telecom factory are located at Mumbai under BSNL. No industrial employees of said factory filed proceeding under Section 33(C)(2) of ID Act claimed calculation of overtime under Section 59 of Factory Act. Their claim was allowed by Central Labour Court, Mumbai as per order dated 1-7-90, 6-8-90. Management challenged said order filing Writ Petition 1643/99, 1644/99. Hon'ble High Court Bombay dismissed Writ Petitions on 26-6-95. The order passed by Central Labour Court Bombay was upheld in compliance of above said judgments, Chief General Manager, Telecom Factory issued memorandum dated 17-12-07 directing to calculate overtime to non-industrial employees at Telecom Factory, Mumbai as per Section 59 of Factories Act w.e.f. 1-10-98. It is submitted that Hon'ble Bombay High Court held that workman are covered under Section 2(1) of Factory Act.

3. Ist party Union on behalf of non-industrial employees working in establishment of 2nd party claimed overtime wages under Section 59 of Factory Act vide letter dated 3-1-08. Management did not settle the issue after obtaining legal opinion, the dispute has been referred. Ist party submits that claim is identical as decided by Hon'ble High Court Bombay. Applicant's claim for benefit of overtime wages as per Section 59 of Factory Act from 1-10-98 and also claims difference of amount.

4. 2nd party filed Written Statement opposing claim of Ist party Union. 2nd party submits that the dispute pertains to overtime at double rate as per provisions of Factory Act from 1-10-98 to non-industrial staff. That 2nd party is registered under Factories Act 1948. Staff working in the factory is divided in industrial and non-industrial workers. Industrial workers are different from non-industrial workers. The industrial workers are covered through certified standing orders and wages at hourly rates of work performed. Work carried out by non-industrial worker is different from the work of industrial workers. Non-industrial workers are posted in different sections of the factories like establishment, OS, Stationary Section, Purchase Section, costing section, pay and accounts section, Bills Section, computer Section, Stores Section, Plant and Building maintenance section etc. Non-industrial workers are covered by the fundamental rules and supplementary rules of CCS Rules 1965. They are not covered by Factories Act even for the purpose of overtime. Non-industrial workers

are paid overtime at single rate irregular of whether overtime exceeded their weekly hours upto 48 hours or beyond 48 hours. 2nd party has reiterated above contentions by submitting parawise reply. With respect to judgment by Hon'ble Bombay High Court , it is contented that said judgment is personem, it cannot be made applicable to other telecom factories. That BSNL Hqr. is ultimate Controlling Authority to all type of facts situated at Deonar Mumbai, Telecom Factory, Jabalpur and Calcutta. The matter was referred immediately without delay in guidelines in the matter. The management submits that reference be answered in its favour.

5. Ist party Union submitted rejoinder reiterating its contentions in statement of claim.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Chief General Manager, Telecom Factory, Jabalpur in not paying overtime allowance at double the rates as per provisions of the Factories Act, 1948 from 1-10-98 to its workers is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

7. The term of reference pertains to legality of denial of overtime wages as per provisions of Factories Act to non-industrial workers. Claim of Ist party is opposed by the 2nd party management only on the ground that work of industrial worker and non industrial worker is different. Non-industrial workers are posted in different sections. Their services are covered by various rules and regulations of 1965, that judgment by Bombay High Court in the matter is judgment in personem and it cannot be applied to 2nd party. Affidavit of evidence of Mukesh Patel is submitted by Ist party. His affidavit covers all contentions of statement of claim of Ist party including the matter decided by Central Labour Court, Mumbai and Writ Petition filed by management was dismissed. The witness of Ist party in his cross-examination says he is President of Union. He become Union President in the year 2012. The dispute is raised on behalf of non-industrial workers who are not directly concerned with the production activities.

8. 2nd party filed affidavit of evidence of Shri R.Sapre Asstt. General Manager supporting contentions in Written statement of 2nd party. That non-industrial workers are not directly involved in production. They are working in different sections of factory. Therefore they are not paid double rate of overtime beyond 9 hours in a day or 48 hours in a week. Their judgment by Hon'ble High Court Bombay is judgment in personem and cannot be made applicable to the employees represented by Union. In his cross-examination, management's witness says that he is working in Telecom Factory Jabalpur from 1987. There are separate units of telecom factory at Calcutta Mumbai, Jabalpur. Till 1-10-2000, all those units were working under DOT. All factories are engaged in production work. There are industrial and non-industrial workers in all those factories. Non-industrial workers are carrying official work. Management witness denies that non-industrial workers doing official work are concerned with the production. Employees working in store look after the work of keeping the articles in store. The employees working in other sections are doing the work of purchase, cashier, maintaining accounts of salary and allowances, upkeeping stationery etc. the service conditions of employees in industrial workers, non-industrial workers are similar. The orders issued by Controlling Authorities are equally applicable to the employees working in all the factories.

9. The demand has been raised by Union on behalf of non-industrial workers. There is no dispute that they are working in different sections discharging work assigned to them. In Written Statement, 2nd party submits that non-industrial workers are not covered as workman under Factories Act. Section 2(l) defines-

"Worker means a person employed directly or by or through any agency including a contractor with or without the knowledge of the principal employer, whether for remuneration or not, in any manufacturing process or in cleaning any part of the machinery or premises used for a manufacturing process or in any other kind of work incidental to, or connected with the manufacturing process or the subject of the manufacturing process but doesnot include any member of the armed forces of the Union."

Thus the definition of workman is clear that only armed forces of Union are excluded from the scope of Section 2(l) of Factories Act. Ist party relies on ratio held in case of

Chief General Manager, Telecom Factory, Bombay and others versus All India Telecom Engineering Employees Union and others reported in 1996-I-CLR-336. Their Lordship dealing with Section 2(1) , 59 of Factories Act claimed for overtime wages considering the respondents workmen in Administrative or Accounts Sections and not working on shop floor of factory claimed overtime wages denying claim on the ground that they are non industrial workmen. Labour Court granted the claim of respondent for overtime wages. The order of Labour Court was challenged filing Writ Petitions. Hon'ble High Court agreed with the conclusion of the

Labour Court that the concerned workmen are workers within the meaning of Section 2(l) of Factories Act and therefore they are entitled to the benefit of Section 59 of Factories Act so far as the payment of overtime wages are concerned.

Above judgment supports claim of workman. Exhibit W-2 is letter issued by 2nd party to the Dy.Director General obtaining legal opinion from Government standing counsel w.r.t. judgment by Mumbai High Court. The opinion given by standing council cannot be preferred to judgment by Hon'bl;e High Court referred above. I find no reason to take different view considering definition of worker under Section 2(l) of ID Act discussed above. Only the armed forces of the Union have been excluded from the scope of worker defined under Section 2(l) of the Act. Therefore denial of overtime wages at double rate under Section 59 of Factories Act is not legal. Therefore I record my finding in Point No.1 in Negative.

10. Point No.2- In view of my finding in Point No.1, the non-industrial workers are entitled to overtime wages double the rate under Section 59 of Factories Act. Union is claiming said benefit from 1-10-98. The dispute has been referred as per order dated 17-2-09 after delay of almost 10 years. The legal position is clear that relief could be allowed under the reference from the date of order of reference and not prior to it therefore the benefit of overtime wages double the rate under Section 59 of Factory Act shall be allowed only from the date of order of reference 17-2-09. Accordingly I record my finding in Point No.2.

11. In the result, award is passed as under:-

(1) Action of the management is not legal.

(2) 2nd party management is directed to pay overtime allowance to non-industrial workers working on its establishment w.e.f. 17-2-09. The difference of allowance as per above award be paid within 30 days from date of publication of award.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2016

का.आ. 1079.– औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार व्हीकल फैक्ट्री, जबलपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सीजीआईटी/एलसी/69/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–14011/01/2005–आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2016

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/69/05) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Vehicle Factory, Jabalpur and their workman, which was received by the Central Government on 25/05/2016.

[No. L-14011/01/2005-IR(DU)]
P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/69/05

Shri K.S.Raghuwanshi, General Secretary,

Ayudh Nirmani Vahan Chaalak Sangh,
MP Zone. Ar.No. 1369, Type-I,
Sector-I, VFJ Estate, Jabalpur. …Workman/Union

Versus

General Manager,
Vehicle Factory,
Jabalpur. …Management

AWARD

Passed on this 25th day of April 2016

1. As per letter dated 28-6-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-14011/1/2005-IR(DU). The dispute under reference relates to:

   "Whether the demand of the Union of Ayudh Nirmani Vahan Chaalak Sangh, MP Zone Jabalpur in nor utilizing the services of their own staff and engaging the drivers on contract inspite of sufficient number of civil Motor Drivers available with the management is legal and justified? If not, to what relief the Union is entitled?"

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 6/1 to 6/4. Case of Union is that it is registered under Trade Union Act, 1926 holding Registration No. 573. 2nd party manufactures about 9000 vehicles annually of various kinds i.e. Stalin and APTA-713 for armed forces. These vehicles are sent to army depots in different states by railways, through contractors by road and vehicles which are not sent through contractor are sent by vehicle factory itself through its employees by road. Earlier one CMD and one fitter were deputed for delivery of each vehicle and for routine trial of 2000 & 5000 Kms but now the vehicles are sent through employees who belong to other trades such as wireman, auto fitter, machinist or labours who are not CMD. Employees are not authorized to drive Government vehicles under the recruitment rules. such situation prevails only in Vehicle Factory Jabalpur. That total number of posts of civil Motor Drivers in Vehicle factory is 76, out of which presently 70 posts are filled leaving 9 posts vacant. There are 9 school buses run by factory out of which 4 are CMD Drivers and 5 are private persons. That as per Section 9-A of ID Act, if work of any other trade is taken from an employee, his consent is necessary after communicating the same to him through notice. Union contends that no such consent are taken. There is no agreement between Union ad management for such working. Non-utilisation of service of engaging persons not belonging to CMD Trade as Drivers is illegal and unjustified. On such ground, Union prays to direct 2nd party to utilize own staff according to SRO and service book and prohibit the persons not belonging to CMD trade to work as drivers.

3. 2nd party filed Written Statement at Page 8/1 to 8/4 opposing claim of Union. 2nd party submits that Vehicle Factory at Jabalpur is undertaking of Government of India, Ministry of Defence. It is controlled by Ordnance Factory Board. Calcutta. The factory is engaged in manufacturing of stallion and LPTA vehicles as per requirement of Armed Forces. About 7000 vehicles are produced in the factory are delivered in various destinations in the country rendered by Armed forces. The vehicles produced used to be dispatched by (a) through Railways in rakes, (b) through COD Jabalpur. That later it was decided to handover the vehicles to the customer doors/ depots located in the country at different destinations and to classify them properly by deputing the team for calibrations of vehicles, delivery of tools to make good replace the discrepant item for vehicles already supplied. That presently 2nd party has 59 civilian motor drivers who are deployed at various work places connected with production, delivery of goods in various plants, transportation of man and machines in connection with production, maintenance, quality control and related activities. They are also deployed for plying school buses for children of factory employees and other obligatory and welfare works. The existing strength of CMD is not enough to meet the essential and obligatory internal and extyernal services. The factory has to detail some workmen who are skilled in driving and are in possession of valid driving licence and who have the experience in production/ assembly/ test and proof etc to maintain delivery schedules of vehicles to the army defence unit. CMD are also detailed on outside duties based on the requirement in the interest of state. Such workmen are occasionally outside along with the team as and when required to meet the requirement of army defence units. In normal course the vehicles are dispatched through contractors only to army depots by road but in exceptional cases, vehicles have been sent by factory employees also to deliver spares or tool kits and for calibration/ classification purpose etc. As regards to long run trials, factory employees have sufficient knowledge of repairing the defects and maintenance of the vehicles in addition to drive the vehicles are assigned to carry out routine long run trials of 200 to 5000 Kms. W.r.t. the vacancies, 2nd party submits vacancies in grade of CMDs to the extent possible are being filled up subject to fulfillment of eligibility criteria. The Ministry of Finance, Deptt. Of Expenditure, New Delhi vide OM dated 22-7-06 has imposed ban on any fresh appointment of drivers. 2nd party submits that whenever vehicles are sent for long trials, verbal consent is taken from the person. There has been no objection received from any employee assigned for said trial ride. The services of CMD is always utilised for driving vehicles only for smooth functioning of production. No CMD is kept idle or without assigning of their duty as per their appointments. 2nd party prays reference be answered in their favour.

4. Ist party filed rejoinder reiterating its contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the demand of the Union of Ayudh Nirmani Vahan Chaalak Sangh, MP Zone Jabalpur in nor utilizing the services of their own staff and engaging the drivers on contract inspite of sufficient number of civil Motor Drivers available with the management is legal and justified?	Action of management cannot be said illegal
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. Term of reference pertains to legality of action of management engaging other persons not belonging to CMD as drivers on contract inspite of sufficient number of CMDs available with the management. The pleading in statement of claim are silent whether establishment of 2nd party is registered under Section 7 of CL(R&A)Act, whether 2nd party employees contract labours in violation of Section 10 of CL(R&A)Act.

7. Ist party workman filed affidavit of evidence of Ghansham Kumar. Affidavit of said witness is devoted on the point that vehicle Factory Jabalpur produced about 9000 vehicles of Stalin and APTA-713 for armed forces. Those trucks are sent by road through contractors and employees working in the factory. The long run list of 2000 to 5000 kms is conducted. Person from wireman T&P Machinist cadre are engaged for such test contrary to the rules. the work of different nature is extracted in violation of Section 9-A of ID Act without notice. The consent of CMDs are not obtained . Witness of Ist party in his cross says he is working in Vehicle Factory since past 12 years. He is working as Motor Driver since 2005. Prior to it, he was working as gardner. Since he is appointed as Driver, he is carrying work of Driver itself. The person hold valid driving licence as per rules in driving the vehicles. He claims ignorance whether the workman from other trade holding licence could drive the vehicle or not.

8. Identical affidavit of witness Shri Pyarelal is filed. Said witness of Ist party in his cross says since 5-5-94, he is working as Driver. He is Joint Secretary of Union. There is no change in his working.

9. Shri Siyyed Sharif filed affidavit of his evidence but remained absent for cross-examination. Shri Jagat Narayan Tiwari filed identical affidavit . In his cross examination, he is appointed as Driver. He is appointed for driving vehicle of 2nd party. He admits that as per need, he was required to drive licence etc. he was working only as Driver and he did not do any other work. He had no grievance about his service conditions.

10. Ist party filed affidavit of witness Shri Raghuwanshi supporting contentions of claim of Ist party that management of 2nd party has sanctioned 75 posts of CMDs. Out of it, 42 posts are filled, 32 are lying vacant. That CMD are used for plying school buses. That 30 drivers from outside are used for carrying the vehicles of different destinations. He also alleged that service conditions of CMD are changed without notice under Section 9- A of ID Act. In his cross examination, witness says he is working as Civil Motor Driver Grade-I. he was appointed as Driver Grade II. Thereafter he was appointed as Ordinary Driver. After promotion, he was appointed as Driver Grade I. the members of the association are working as Drivers. He denies that they were not appointed in VFJ as test drivers, he denies that for test of vehicle, fitter , auto fitter , wireman etc. services are required. He further says since 2005, 2nd party sent vehicles through contractors. This witness admits there are no service rules that new vehicles should be sent through CMD. Ist party has not produced any regulations. Service conditions that only CMD should be engaged for sending the vehicles to different destination as per instructions of military authorities.

11. Affidavit of witness Nitin Bergman is by way of denial. Management's witness says that because of cut in non plan expenditure by Government of India, a ban on direct recruitment had been imposed in 2006. The evidence on record shows that sanctioned post of CMD are reduced in due course of time. Only 42 CMDs are presently working as per evidence in cross examination of management's witness.

12. From evidence, it is apparent that as trucks manufactured by 2nd party are sent through contractor's employees, it must have affected the total working of CMDs but it cannot be only reason as Government has also prohibited recruitment of Drivers. The total post of CMD must have increased.

13. Learned counsel for 2nd party Shri P.Shankaran pointed out my attention to provisions of Section 9-A of ID Act. For convenience, verbatim of Section 9-A is reproduced below:-

    9A. Notice of change.—No, employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

    (a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

    (b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change—

(a) where the change is effected in pursuance of any 2 [settlement or award];

Or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (TemporaryService) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

Schedule IV of ID Act includes-

(1) Wages including period and mode of payment

(2) Contribution paid or payable by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force

Schedule IV doesnot include prohibition of engagement of employees of contractor or outsider therefore the allegation of Ist party Union are not covered under Section 9-A of ID Act. The specific illegality apprehended by Union cannot be upheld. For above reasons, I record my finding in Point No.1 in Affirmative.

14. In the result, award is passed as under:-

(1) The demand of Union is not proper.

(2) Workmen are not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2016

का.आ. 1080.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सीजीआईटी/एलसी/85/07) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–40012/37/2007–आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2016

S.O. 1080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/85/05) of the Central Government Industrial Tribunal-cum- Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the BSNL Ltd. and their workman, which was received by the Central Government on 25/05/2016.

[No. L-40012/37/2007-IR(DU)]
P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, JABALPUR

NO. CGIT/LC/R/85/07

Shri Murari Singh Gaur,
S/o Shri Prabhu Singh Gaur,
R/O PO & Village Kasba Shar,
Tehsil Nadoti,
Karauli …Workman

Versus

Divnl. Engineer Telecom,
Railway Electrification,
BSNL Ltd.
O/o Dy.General Manager(TP),
Western Telecom Project,
B-1/10, Community Centre,
Jabakpuri,
New Delhi. …Management

AWARD

Passed on this 11th day of May 2016

1. As per letter dated 20-8-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/37/2007-IR(DU). The dispute under reference relates to:

   "Whether the action of the management of Divisional Engineer, Telecom BSNL in terminating the services of their workman Shri Murari Singh Gaur w.e.f. May 98 and not considering him for granting of temporary status and regularisation is legal and justified? If not, to what relief the workman is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/4. Case of Ist party workman is that he was appointed as labour in 1986 in department relating to work of Railway Electrification. He continued to work in said department till 1990. He was roped in Crime No. 64/90 for offence under section 302 and 447 read with Section 34 of IPC on 11-6-90. He was convicted by sessions Court. The workman preferred appeal before Hon'ble Rajasthan High court as per order dated 17-1-97. After his acquittal by Hon'ble High Court, workman submitted representation of Asstt. Engineer, telecom department, Railway electrification project, Itarsi, Bhopal on 18-2-98. He had also submitted representation to the Director of Telecom, Bhopal but no action was taken on his representation. Workman went legal notice on 13-10-98. Original application 670/98 was filed by workman before CAT, Jabalpur claiming re-employment and regularisation of his service. Said original application was dismissed for want of jurisdiction. Workman was directed to file application before appropriate forum. Workman challenged said order filing Writ Petition no. 8768/04 before Hon'ble High court Jabalpur. On 6-5-05, Hon'ble High court directed workman to file application before appropriate forum. Thereafter workman raised present dispute. The dispute is referred to this Tribunal vide order dated 14-5-07.

3. Workman further submits that identical cases were decided by CAT in OA 412/90, 229/90, 462/90, 463/90, 556/90, 638/91, 464/01, 801/91, 827/90, 40/92, 41/92. All those original applications were decided by CAT, Jabalpur. On 28-8-05 allowing regularisation of casual labours who worked in the department prior to 1998. That workman was also working in the department prior to 1998. Workman was acquitted by Hon'ble High Court, Rajasthan. Workman submits that he is entitled for re-employment in the department as he worked during the period 86 to 89 for more than 240 days in each of the calendar year. As per order passed by CAT dated 20-8-95, services of employees were regularized in Railway Electrification department. Workman also claims entitlement to said benefit.

4. 2nd party filed Written Statement at Page 7/1 to 7/3 opposing claim of workman. 2nd party submits that in his statement of claim, workman has claimed he was working till January 1990 and not till May 1998. The dispute has been referred. Workman was not appointed or terminated by the management. Workman himself left work in 1990. Workman was not recruited or legally appointed following the service rules. He was engaged as per the need and exigencies of the project on daily rate basis. his engagement was not against permanent vacant post. No such post was vacant with the management. Therefore workman is not entitled for regularisation of benefit of regular appointment. 2nd party submits that workman was not appointed or engaged in Railway Electrification project in 1986. He left work at his own accord in March 1987. After 139 days, he joined on 16-7-87. Thereafter he worked till 1-1-1990. Workman left work in January 1990 on his own accord. The project work was in progress. 2nd party denies termination of workman contending that workman himself left the job. Workman was involved in criminal case on 11-6-90. There was not question of termination of his service. 2nd party submits that after completion of project work, office was closed in 1990 itself. In 1998, there was no office of Asstt. Engineer, electrification at Itarsi or Bhopal. The representations and legal notice of workman were not received by the management. The cases referred by workman and decided by CAT are not identical to the case of workman. The decision cannot be applied in present case. Workman had not completed 240 days uninterrupted service 12 months before leaving the work from May 1998 mentioned in the reference. The nature of job was not of perennial nature. The work of department in which workman was engaged was purely project work. When project work ended, work on which workman was engaged as come to end. Workman was not retrenched or terminated. He left work on his own accord. On such ground, 2nd party submits that reference be answered in its favour.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Divisional Engineer, Telecom BSNL in terminating the services of their workman Shri Murari Singh Gaur w.e.f. May 98 and not considering him for granting of temporary status and regularisation is legal and justified?	Workman himself left work in 1990, his services were not terminated by 2nd party. Workman is not entitled to regularisation in service.
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. The term of reference pertains to legality of termination of services of workman from May 98 and denial of temporary status and regularization. At the time of argument, learned counsel for Ist party workman Shri Pranay Choubey submits that in term of reference, termination of workman is shown from May 98 will be considered 1990. Workman did not approach Government for correction of order of reference. Therefore this Tribunal cannot connect the term of reference.

7. Workman filed affidavit of his evidence , workman has stated in his affidavit that he was working in department till 1990. He was roped in criminal Case 64/90 for offence under Section 302 and 447 read with Section 34 of IPC on 11-6-90. He was convicted by Sessions Court, he was acquitted by Hon'ble High Court in appeal as per order dated 17-1-97. Thereafter workman submitted representations to Asstt. Engineer, Telecom Department, Railway Electrification Project, Itarsi, Bhopal on 18-2-98. He issued legal notice on 13-10-98. His affidavit is also devoted on the point that Original Application 670/98 before CAT was filed by him. He was directed to approach proper forum in Writ Petition No. 8764/2004. Hon'ble High Court vide order dated 6-5-05 also directed workman to file application before appropriate forum. In para-9of his affidavit, workman has stated various original applications decided by CAT allowing regularizing to casual labours working in the department prior to 1998. That he had worked during the period 1986 to 1989 more than 240 days during each calendar year. He is entitled for regularization. He also claims benefit of regularization as it is decided by CAT in OA dated 28-8-95. In his cross, workman says he passed 8th standard. Appointment letter was not received by him. He was not called for interview. He was working under the project. He denies that he not completed 240 days in 1987. He has produced original documents about his working. Criminal case was prosecuted against him in June 1990. He was acquitted in 1997. He was in jail during above said period he was acquitted on 17-1-97 by Hon'ble Rajasthan High Court. As he was in jail, he could not inform the management. He denies that he did not work more than 240 days during any of the year.

8. Management filed affidavit of witness Shri D.S.Thakur supporting contentions in Written Statement that workman had not completed 240 days during 12 preceding months. Workman left the work of his own accord. Workman rendered work till 1990 and not till 1998. Workman was not appointed or terminated by management. He was not engaged against regular vacant post following recruitment procedure. Workman was engaged only for need and exigencies of work. Workman was not appointed in Railway Electrification Project in 1986. Workman left work on his own in March 1987. Again workman joined project work on 16-7-87 and worked till 1-1-1990 thereafter workman left job on his own workman was not engaged for specific project. He was not appointed as per recruitment policy. Management's witness in his cross examination says he was working as Asstt. Engineer. H has seen documents in office file. On its basis, he stated that workman not completed 240 days working. He denies that ITO was competent to engage casual labours. The work of laying cables was done through casual labours. Management's witness denies that workman worked from April 86 to April 90. He claims ignorance about regularization of Shri Ramnaresh and Ramdeen working with workman. Workman was not paid retrenchment compensation, retrenchment notice was not issued to him. Workman himself left work. Project work is carried at difference places and different project. He was not working in the project where workman was engaged. Evidence of management's witness that project work and office is closed in 1990 is not challenged.

9. Workman has produced documents, copy of casual card, the original is also produced on record. Exhibit W-1 shows that workman was working in the department from November 1986 to 1-4-90. Original of casual card shows that workman had worked more than 240 days during the period May 89 to April 90. Pleading and evidence of workman are clear that he was prosecuted in criminal case, he was in jail from 11-6-90 till his acquittal on 17-1-97. Copy of judgment in criminal appeal is produced on record. Copy of judgment in Original OA 512/98 filed by workman is also produced. Hon'ble CAT had directed workman to file application before appropriate authority.

10. Learned counsel for workman Shri Pranay Choubey produce copy of judgment by CAT in OA 411/90 and others.

The scheme known as casual labours (grant of temporary status and regularization) scheme of the department of Telecom 1989 is reproduced. The scheme came in force from 1-10-89. Scheme is applicable to casual labours employed by department of Telecom. The scheme provided vacancies in Grade D cardre in various offices of the department of Telecom would exclusively filled by regularization of casual labours and no outsiders would be appointed to the cadre except in the case of appointments on compassionate grounds, till the absorption of all existing casual labourers fulfilling the eligibility conditions including educational qualifications prescribed in the recruitment rules.

The temporary status would be conferred on all the casual labourers currently employed and who rendered a continuous service of atleast one year, out of which they must have been engaged on work for a period of 240 days, such casual labourers will be designated as temporary mazdoors. (ii) such conferment of temporary status

would be without reference to the creation/ availability of regular Grade D Post. (iii) conferment of temporary status on a casual labour would not involve any change in his duties and responsibilities. The engagement will be on daily rates of pay on a need basis.

Para 6 of the scheme deals with benefits to the casual labours getting temporary status. The wages at daily rates w.e.t minimum of pay scale for regular Gr D benefits in respect of increments in pay scale will be admissible for every one year of service subject to performance of duty for atleast 240 days, Para 6(0v) provides after rendering 3 years service, on attainment of temporary status, the casual labourers would be treated on a par with temporary Gr D employees for the purpose of contribution to GPF and would also further be eligible for the grant of Festival Advance/ Food Advance on the same conditions as are applicable to temporary Gr D employees.

11. The evidence of management that the scheme work is completed, office has been closed in 1990 remained unchallenged. When office of Railway Electrification is not functioning, the claim of workman for temporary status and regularization of his service as per above scheme would not be granted.

12. Learned counsel for 2nd party Shri R.S.Khare relied on ratio held in

Case of Vice Chancellor, Lucknow, UP versus Akhilesh Kumar Khare and another reported in 2016(1)SCC(L&S)-186. Their Lordship held that casual labour, daily wager, temporary employees are not entitled to regularization. Considering the working of the employees for 10 years or more, compensation Rs. 4 Lakh was granted.

In present case, workman was not terminated by 2nd party, workman himself remained absent as he was detained in jail for criminal case. The principles cannot be applied to present case.

Reliance is also placed on ratio held in case of Secretary, State of Karnataka and others versus Umadevi reported in 2006(4)SCC-1. As 2nd party has introduced scheme for regularization of casual temporary employees, ratio held in the case cannot be applied to case at hand.

Shri Khare further relies on ratio held in case of MP State Agro Industries Development Corporation Ltd. And another versus S.C.Pandey reported in 2006(2)SACC-716. Their Lordship dealing with casual labour temporary employees held daily wager doesnot hold a post as he is not appointed in terms of the provisions of the Act and rules framed thereunder.

Ratio in above case also cannot be applied as department has introduced scheme considered in above paras. However the evidence of management's witness that Railway Electrification Project is completed in 1990 and office of said project at Itarsi and Bhopal were closed in 1990 itself, claim of workman for temporary status and regularization cannot be allowed. For above reasons, I record my finding in point no.1 that workman was not terminated by 2nd party, he is not entitled to temporary status.

13. In the result, award is passed as under:-

(1) Workman was not terminated by 2nd party. He was not attending the work as he was detained in jail during 1990 to 1997.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2016

का.आ. 1081.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन, भोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सं. सीजीआईटी/एलसी/130/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–40012/60/2001–आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2016

S.O. 1081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/130/2001) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Telecommunication, Bhopal and their workman, which was received by the Central Government on 25/05/2016.

[No. L-40012/60/2001-IR(DU)]
P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/130/2001

Shri Mangilal Jatav,

S/o Shri Chhitariya Ram Jatav,
Vill & Post Tantra, Tehsil Sabalgarh,
Distt. Morena (MP) …Workman

Versus

Chief General Manager,
Deptt. of Telecommunication,
Hoshangabad Road, MP Circle,
Bhopal (MP) …Management

AWARD

Passed on this 6th day of May 2016

1. As per letter dated 30-5-2001 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/60/2001-IR(DU). The dispute under reference relates to:

   "Whether the action of the management of Chief General Manager, Telecom Divisional Engineer, Telegraphs, Gwalior in terminating the services of Shri Mangilal Jatav S/o Shri Chitariya Ram Jatav w.e.f. 1-5-88 is justified? If not, to what relief the workman is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/4. Case of workman is that on 2-4-86, he was engaged as labour in Morena Sub Division of P&T deptt. He worked till May 1987. Thereafter he was transferred to Sub Division. He worked at Bhind from 30-4-88. Workman contends that he was continuously working as labour from 2-4-86 to 13-4-88. He had worked more than 240 days during each of the year. On 1-5-88, his services were terminated without notice. He was not paid retrenchment compensation under ID Act. He is covered as workman under Section 2(s). 2nd party is covered as industry under Section 2(j) of ID Act. From 1-5-88, without his consent, he was transferred to contractor. He worked with contractor till Sept.1988. the contractor had discontinued him.

3. He had filed Writ Petition in High Court. The said Writ Petition was transferred to CAT under registered as OA 325/93. The order was passed on 21-9-99. After conciliation proceeding the dispute is referred. Workman prays for his reinstatement with backwages.

4. 2nd party filed Written Statement at Page 6/1 to 6/3 opposing claim of workman. Workman was not appointed. He was engaged on daily wages as per the need of work. His working doesnot give him any right. 2nd party denies that he was continuously working for 2 years. It is denied that workman completed 240 days continuous service. It was not necessary to issue notice or to pay retrenchment compensation. Provisions of ID Act are not applicable. Workman was paid wages for his working days. Work was completed. Workman was not engaged. Workman has not disclosed with which contractor, he was working and name of contractor and disengaged him. On such contentions, 2nd party prays for rejection of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Chief General Manager, Telecom Divisional Engineer, Telegraphs, Gwalior in terminating the services of Shri Mangilal Jatav S/o Shri Chitariya Ram Jatav w.e.f. 1-5-88 is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

6. The terms of reference pertains to legality of termination of services of workman. Workman filed affidavit of his evidence. In his affidavit of evidence, workman says he was engaged on daily wages on 2-4-86 at Morena Sub Division. In May 1987, he was transferred to Bhind Sub Division. He worked at Bhind Sub Division till 30-4-88. His services were orally terminated from 1-8-88. That he completed more than 240 days service during each of the year. In Para-4 of his affidavit, number of working days are mentioned from 80 to 88. That 12 months preceding his termination on 30-4-88, he completed 275 days. He was paid wages Rs.10,11,12 per day. He was paid difference of wages Rs.8146/- by cheque dated 20-11-92. In his cross-examination, workman says he was working in Telecom Department since his appointment in 1986. He submitted application for the job 2 months before his engagement. Muster roll was maintained. He was doing work of laying telephone lines, digging ditches, erecting poles. His attendance was maintained by Bhagwan Singh and 3-4 other persons. Workman denied he was not continuously working from 86 to 88. He denied that he intermittently left the job. He was not getting paid holidays. Workman has produced document Exhibit W-3. Working days of workman are shown from April 86 to April 88. The working days of workman during period May 876 to April 88 are more than 240 days.

7. Affidavit of evidence of management's witness Shri D.C.Mahor is filed supporting contentions of management in Written statement. However the management's witness remained absent for cross examination. His evidence cannot be considered. Evidence of workman is corroborated by casual card Exhibit W-3. Workman was also paid difference of wages Rs.8146/- as per Exhibit W-1,2. The evidence of workman and documents proves that workman had worked more than 240 days preceding 12 months of his termination in April 1988. His services are terminated without notice, retrenchment compensation is not paid. The termination of workman is illegal. For above reasons, I record my finding in Point No. in Negative.

8. Point No.2- In view of my finding in Point No.1 termination of workman is illegal for violation of Section 25-F of ID Act. Learned counsel for Ist party Shri Pranay Choubey submits that his services of workman are terminated without notice in violation of Section 25-F, workman be allowed reinstatement with backwages. Reliance is placed on ratio held in case of Tapash Kumar Paul versus BSNL and another reported in 2014-15-SCC-313- Termination of workman in violation of Section 25-F of ID Act is entitled to reinstatement with backwages since in absence of full back wages, employee would be distressed and suffer punishment for no fault of his own in absence of proof of gainful employment.

   In present case, judicial notice can be taken that Telecom Deptt. is merged in BSNL in the past. BSNL is not impleaded as party therefore reinstatement of workman would not be appropriate. Considering above facts, reasonable compensation would be justified. Considering the period of working of workman, compensation Rs.One Lakh would meet the ends of justice. Accordingly I record my finding in Point No.2.

9. In the result, award is passed as under:-

   (1) The action of the management is not proper and legal.

   (2) 2nd party is directed to pay compensation Rs. One Lakh to the workman.

R.B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2016

का.आ. 1082.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन, भोपाल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ केस सं. सीजीआईटी/एलसी/96/05) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–40012/121/2004–आईआर (डीयू)]
पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2016

S.O. 1082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D Case No.CGIT/LC/R/96/05) of the Central Government Industrial Tribunal-CUM-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Telecommunication, Bhopal and their workman, which was received by the Central Government on 25/05/2016.

[No. L-40012/121/2004-IR(DU)]
P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/96/2005

Shri Kamal Shankar Singh,
R/o Pattani Barkhedi,
Rajesh Shri Saini Traders,
Main Road,
Bhopal. …Workman

Versus

Chief General Manager,
Deptt. Of Telecommunication,
BSNL, Hoshangabad Road,
MP Circle,
Bhopal. …Management

AWARD

Passed on this 10th day of May 2016

1. As per letter dated 8-9-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/121/2004-IR(DU). The dispute under reference relates to:

   "Whether the action of the management of Chief General Manager, Telecom, BSNL Bhopal in terminating the services of Shri Kamal Shankar Singh w.e.f. 9-8-90 is justified? If not, to what relief the workman is entitled for?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 7/1 to 7/4. Case of workman is that he was engaged as labour in establishment of 2nd party in 1986. Thereafter he was transferred to different places. He was working under Assistant Engineer, Railway Electrification, Itarsi. Workman was paid Rs. 1100/- per month. His services were terminated illegally from 9-8-90 in violation of Section 25-F of ID Act. He was not paid retrenchment compensation. Workman had completed more than 240 days continuous service, he was entitled for retrenchment compensation. His services were terminated illegally. 2nd party violated Section 25-G,H,N of ID Act. After termination of his service, 2nd party engaged other employees Kanhaiyalal, shambu Dhurve at Lalitpur, Vidisha, Bhopal. Workman was not given opportunity to work. During conciliation proceeding on 24-8-02, 2nd party had assured to workman for engaging him on work but workman was not engaged by 2nd party. Termination of his service is in violation of principles of natural justice. Workman alleged violation of Article 14,16 of the constitution. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party filed Written Statement at 18/1 to 18/3 opposing claim of workman. 2nd party submits that the work of Railway Electrification Project was undertaking having office at Bhopal. Said work was completed in 1990. The record with respect to said project was destroyed. 2nd party denies engagement of workman by it. Its record is not available. Casual employees engaged for project were paid retrenchment compensation. It is denied that workman had completed more than 240 days service. It is denied that 2nd party not followed seniority while retrenching the casual workers. All adverse contentions of workman are denied.

4. Ist party workman filed rejoinder on 7-5-08 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Chief General Manager, Telecom, BSNL Bhopal in terminating the services of Shri Kamal Shankar Singh w.e.f. 9-8-90 is justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

6. The term of reference pertains to legality of termination of services of workman. Workman filed affidavit of his evidence supporting contentions in statement of claim. In his affidavit of evidence, workman says that he was engaged as labour on 8-5-86. His name was sponsored through Employment Exchange. He was working with Asstt. Engineer, Railway Itarsi. He was paid Rs.1110/- per month. His services were terminated on 9-8-90 while he was working at Khandwa under Bhopal Division he was not paid retrenchment compensation. Seniority list of workers was not displayed on notice board. He was not re-engaged after his termination. Other persons were engaged after termination of his service. He is unemployed after termination of his service. 2nd party remained absent and failed to cross-examination workman. His evidence remained unchallenged.

7. Workman has produced copy of retrenchment notice issued by Asstt. Engineer dated 30-8-90. The retrenchment compensation was calculated. The calculation sheet shows 1124/- working days of workman. The compensation was not paid for the reason that permission for retrenchment was applied to the Ministry of Labour. 2nd party has not participated in reference proceeding. No evidence is adduced by 2nd party. Considering the evidence on record, it is clear that services of workman are terminated in violation of Section 25-F of ID Act. For above reasons, I record my finding in Point No.1 in Negative.

8. Point No.2- In view of my finding in Point No.1 termination of workman is illegal, question remains for consideration whether workman is entitled for reinstatement with backwages. On the point, learned counsel for workman relies on ratio held in

   Case of Mackinon Machenzie and company Ltd versus Mackinnon Employees Union reported in 2015 LAB.I.C.1645. Their Lordship dealing with retrenchment one months notice is not given to the concerned workmen before their retrenchment came into effect nor one month's salary in lieu of the retrenchment notice was paid to the concerned workmen. Therefore said action by appellant company is clear cut breach of the provision of condition precedent for retrenchment of the workman as provided under Section 25 F.Termination in violation of Section 25-F F was held void ab initio.

   Ratio held in case of state of UP versus Charan Singh reported ion 2015(4)SCCD1846(SC) supports claim of workman.

9. Evidence of workman is not disclosing how he is surviving after termination of his service for such a long period. In my considered view, reinstatement with 50 % backwages of workman would be appropriate.

10. In the result, award is passed as under:-

   (1) Action of the management is not proper.

   (2) 2nd party is directed to reinstate workman with 50 % back wages.

   Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R.B. PATLE, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री इंजीनियरिंग सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 308, 314, 315, 316, 320, 322, 325, 326, 327, 332, 333, 334, 335, 337/2001 और 98/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–14012/47/2000–आईआर (डीयू),
सं. एल–14012/41/2000–आईआर (डीयू),
सं. एल–14012/40/2000–आईआर (डीयू),
सं. एल–14012/17/2000–आईआर (डीयू),
सं. एल–14012/39/2000–आईआर (डीयू),
सं. एल–14012/35/2000–आईआर (डीयू),
सं. एल–14012/33/2000–आईआर (डीयू),
सं. एल–14012/30/2000–आईआर (डीयू),
सं. एल–14012/29/2000–आईआर (डीयू),
सं. एल–14012/28/2000–आईआर (डीयू),
सं. एल–14012/23/2000–आईआर (डीयू),
सं. एल–14012/22/2000–आईआर (डीयू),
सं. एल–14012/21/2000–आईआर (डीयू),
सं. एल–14012/20/2000–आईआर (डीयू),
सं. एल–14012/15/2000–आईआर (डीयू),
सं. एल–14012/35/2002–आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 308, 314, 315, 316, 320, 322, 325, 326, 327, 332, 333, 334, 335, 337/2001 and 98/2002) of the Central Government Industrial Tribunal-CUM-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Military Engineering Service and their workmen, which was received by the Central Government on 25/05/2016.

[No. L-40012/47/2000-IR(DU),
No. L-40012/41/2000-IR(DU),
No. L-40012/40/2000-IR(DU),
No. L-40012/17/2000-IR(DU),
No. L-40012/39/2000-IR(DU),
No. L-40012/35/2000-IR(DU),
No. L-40012/33/2000-IR(DU),
No. L-40012/30/2000-IR(DU),
No. L-40012/29/2000-IR(DU),
No. L-40012/28/2000-IR(DU),
No. L-40012/23/2000-IR(DU),
No. L-40012/ 22/2000-IR(DU),
No. L-40012/21/2000-IR(DU),
No. L-40012/20/2000-IR(DU),
No. L-40012/15/2000-IR(DU),
No. L-40012/35/2002-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 26th April, 2016

Present: K.P. PRASANNA KUMARI, Presiding Officer

I.D. Nos. 308, 314, 315, 316, 320, 322, 325, 326, 327, 332, 333, 334, 335, 337 of 2001 and 98 of 2002

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam and their workman)

BETWEEN

Sri V. Dharani & 14 Others : 1st Party/Petitioners

AND

1. The Management : 2nd Party/1st Respondent
   Military Engineering Service
   INS Rajali
   Arakkonam-631002
2. The Commanding Officer : 2nd Party/2nd Respondent
   Naval Air Force
   INS Rajali
   Arakkonam-631002

Sl. No.	I.D. No.	Reference No. & Date	Name of the I Party S/Sri	Name of the II Party
1.	308/2001	L-14012/47/2000/IR (DU) dated 30.11.2000	V. Dharani	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station, INS Rajali Arakkonam-631002
2.	314/2001	L-14012/41/2000/IR (DU) dated 30.11.2000	R. Ramesh	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
3.	315/2001	L-14012/40/2000/IR (DU) dated 30.11.2000	S. Umashankar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
4.	316/2001	L-14012/39/2000/IR (DU) dated 30.11.2000	K. Radhakrishnan	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
5.	320/2001	L-14012/35/2000/IR (DU) dated 30.11.2000	P. Kudiarasu	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
6.	322/2001	L-14012/33/2000/IR (DU) dated 30.11.2000	P. Rajasekar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
7.	325/2001	L-14012/30/2000/IR (DU) dated 30.11.2000	A. Chandrasekaran	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
8.	326/2001	L-14012/29/2000/IR (DU) dated 30.11.2000	A. Victor	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002

9.	327/2001	L-14012/28/2000/IR (DU) dated 30.11.2000	M. George	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
10.	332/2001	L-14012/23/2000/IR (DU) dated 30.11.2000	P. Jayakumar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
11.	333/2001	L-14012/22/2000/IR (DU) dated 30.11.2000	S. Mohanarangam	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
12.	334/2001	L-14012/21/2000/IR (DU) dated 30.11.2000	A. Baskar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
13.	335/2001	L-14012/20/2000/IR (DU) dated 30.11.2000	S. Ibrahim	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
14.	337/2001	L-14012/15/2000/IR (DU) dated 30.11.2000	T. Winfred Prabhakaran	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
15.	98/2002	L-14012/35/2002/IR (DU) dated 21.10.2002	K.R. Sarath Babu	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002

Appearance:

For the 1st Party/Petitioners : Sri R. Dakshina Moorthy, Advocate

For the 2nd Party/Respondent : Set-Ex-parte

COMMON AWARD

2. On receipt of the Industrial Dispute this Tribunal has numbered it as IDs 308/2001, 314/2001, 315/2001, 316/2001, 320/2001, 322/2001, 325/2001, 326/2001, 327/2001, 332/2001, 333/2001, 334/2001, 335/2001, 337/2001, 98/2002 and issued notices to the parties. In all the matters both sides have entered appearance and filed Claim and Counter Statement respectively. However, subsequently, the Respondents have remained absent and have been set ex-parte.

3. The Schedule mentioned in the orders of reference in the above IDs are as under:

ID 308/2001

"Whether the action of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri V. Dharani who has been engaged through TNR Enterprises for operation and maintenance of DG Sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 314/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri R. Ramesh who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 315/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri S. Umashankar who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 316/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri K. Radhakrishnan who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 320/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri P. Kudiarasu who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.08.1998 is legal and justified? If not, to what relief the workman is entitled?"

ID 322/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri P. Rajakumar who has been engaged through TNR Enterprises for operation and maintenance of DG Sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 325/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri A. Chandrasekaran who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?

ID 326/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri A. Victor who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 327/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri M. George who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.08.1998 is legal and justified? If not, to what relief the workman is entitled?"

ID 332/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri P. Jayakumar who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is justified?"

ID 333/2001

"Whether the action of the Management of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri S. Mohanarangam who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 334/2001

"Whether the action of the management of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri A. Baskar who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 335/2001

"Whether the action of the management of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri S. Ibrahim who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.08.1998 is legal and justified? If not, to what relief the workman is entitled?"

ID 337/2001

"Whether the action of the Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam in terminating the services of Sri T. Winfred Prabhakaran who has been engaged through TNR Enterprises for operation and maintenance of DG sets w.e.f. 02.02.2000 is legal and justified? If not, to what relief the workman is entitled?"

ID 98/2002

"Whether the action of the Garrison Engineer, Military Engineering service, INS Rajali, Arakkonam in terminating the services of the workman Sri K.R. Sarath Babu who has been engaged through TNR Enterprises for operation and maintenance of DG sets with effect from 02.08.1998 is justified? If not, to what relief the workman is entitled?"

4. The averments in the Claim Statement in ID 308/2001 are as below:

The petitioner had entered the service of the Respondents as Diesel Generator Operator on 04.04.1994. He was working through Contractors. However, even when the Contractor's changed, the petitioner continued to work with the Respondent. The petitioner was doing the same work that was carried out by the permanent employees of the Respondents. The work performed by the petitioner was perennial in nature. The overall control of the petitioner was by the Officers of the Respondents. The so-called contract system was only a sham one. The petitioner, along with other workmen had joined the Socialist Workers Union and the Union had placed certain Charter of Demands on 16.08.1999. Since this was not considered by the Management the Union had raised Industrial Dispute before the Labour Commissioner. In retaliation the petitioner and other workmen were retrenched from 02.02.2000 without any notice or compensation. The termination of the petitioner from service is improper and illegal. The petitioner is entitled to be reinstated in service with full back wages, continuity of service and other attendant benefits.

5. The Respondents had filed Counter Statement contending that there was no employer-employee relationship between them and the petitioner, that the petitioner was working under the Contractor, that the Contractor was availing service of the petitioner temporarily according to necessity etc. It was also contended in the Counter Statement that the First Respondent is not an industrial establishment and therefore the dispute is not maintainable before this Tribunal.

6. The petitioners in the other connected disputes also have raised similar disputes. All of them have claimed that they have started to work with the First and Second Respondents on different dates and were working continuously with them, that though they were working through the Contractor the contract was only sham and nominal, that their work was perennial in nature, that they were working continuously, that they were terminated illegally and they are entitled to be reinstated in service.

7. Some of the petitioners have filed Writ Petition No. 36619/2004 before the Hon'ble High Court of Madras against the order of this Tribunal dismissing the applications filed by them to implead three more persons who are Contractors in the party array. The case has been stayed during the pendency of the Writ petition. The Writ Petition was dismissed as not pressed on 08.12.2015 and thus the stay in the matters have been vacated. When the matter was taken up after disposal of the Writ Petition the Respondents have failed to enter appearance in spite of postings given for their appearance. So Respondents have been set ex-parte.

8. The evidence in the case consists of the Affidavit in lieu of Chief Examination filed by the respective petitioners and the documents marked as Ext.W1 to Ext.W50.

9. **The points to be considered are**:

(i) Whether the action of the Respondents in terminating the service of the respective petitioners is legal and justified?

(ii) What, if any is the relief to which the petitioners are entitled?

The Points

10. The petitioners have given the details of their service for the First and Second Respondents in the respective affidavits filed by them. The petitioner in ID 308/2001 has started to work for the First Respondent as Diesel Generator Operator on 04.04.1994. The Petitioner in ID 314/2001 had started to work on 15.06.1994. the Petitioner in ID 315/2001 on 03.05.1992, the Petitioner in ID 316/2001 on 05.08.1996, the Petitioner in ID 320/2001 on 30.11.1995, the Petitioner in ID 322/2001 on 15.06.1994, the Petitioner in ID 325/2001 on 01.08.1996, the Petitioner in ID 326/2001 on 01.08.1996. the Petitioner in ID 327/2001 on 15.06.1994, the Petitioner in ID 332/2001 on 15.08.1995, the Petitioner in ID 333/2001 on 15.06.1994, the Petitioner in ID 334/2001 on 10.07.1995, the Petitioner in ID 335/2001 on 02.05.1992,

the Petitioner in ID 337/2001 on 10.04.1992 and the Petitioner in ID 98/2002 on 10.04.1994. A few of the petitioners were working as Diesel Generator Helper and all others as Diesel Generator Operators. All of them were terminated on 02.02.2000. They are said to have been stopped at the entry gate, their Identity Card snatched and sent out.

11. All the petitioners have reiterated in their Proof Affidavits that they were continuously working for the Respondents though through the Contractors and that even when the contract was changed from time to time they continued to work in the same position under the Respondents. They have specifically stated in the affidavit that they were controlled and supervised not by the so-called Contractors but by the Officers of the Respondents. They were working hand in hand with the permanent workers and their work was perennial and continuous in nature. They have stated that the contract said to have been entered into by the Respondents were only sham and nominal, that they were always working for the Respondents only. It is further stated that they have been receiving salary from the Respondents.

12. The petitioners have also produced documents to substantiate their case. They have produced Attendance Registers in support of their case that they were continuously working. The Duty Roster containing the signature of the Officers of the Respondents also are produced. There is no evidence contrary to the evidence given by the petitioners that their work was perennial in nature, that they were working continuously, that they continued to work with the Respondents without any break even when the Contractors changed. This evidence of the petitioners is sufficient to prove that they were doing work perennial in nature and were under the control and supervision of First and Second Respondents. The contract entered into by the Respondents to employ the petitioners are to be treated as sham and nominal. In that case all these petitioners are to be considered as employees of the Respondents.

13. A contention has been raised in the Counter Statement that the First Respondent being Military Engineering Service, its function is sovereign in nature and it does not come under the definition of "industry" as defined in the Industrial Disputes Act. In answer to this the counsel for the petitioner has pointed out that the First Respondent is only a wing of the Military which does not do any sovereign function but is a wing that can be severed from the main function of the Military. In this respect the counsel has referred to the decision of the Apex Court in VISWAN AND OTHERS VS. UNION OF INDIA AND OTHERS AND OTHER CASES reported in AIR 1983 SC 658. The Apex Court while considering the Army Act and Rules has stated how the General Reserve Engineering Force happened to be constituted. It is extracted below:

> "*In or about 1960 it was felt that economic development of the North and North Eastern Border Region were greatly handicapped by meagre and inadequate communications and defence of these areas also required a network of roads for effective movement and deployment of Armed Forces. This was rendered all the more necessary because the relations of India with its neighbours were in a state of potential conflicts and part of the Indian Territory was under foreign occupation and there were also hostile forces inviting some sections of the people to carry on a campaign for secession. The Government of India therefore, with a view to ensure co-ordination and expeditious execution of projects designed to improve existing roads and constructing new roads in the border areas in order to prove the defence preparedness of the Country created several posts in the Directorate General of Works, Army Headquarters for work connected with the development of border roads*".
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> ……
> ……
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> "*The General Reserve Engineering Force (GREF) is organized on Army pattern with units and sub-units with distinctive badges of ranks and a rank structure equivalent to that in the Army. The Officers and other personnel of GREF are required to be in uniform right from Class-IV to Class-I personnel though GREF is undoubtedly a departmental construction agency, it is maintained by the Government of India to meet the operational requirements of the Army whose operational planning is based on the availability of the units of GREF for operational purposes*".

14. The counsel for the petitioner has also referred to the portion taken from the website of the Ministry of Defence.

It states:

> "*MES is a Military Organization but has both Army and Civilian component of Officers and other Subordinate Staff. The MES is responsible for the design construction and maintenance of all buildings, air fields, dock installations, etc. along with accessory services such as Military roads, bulk water and electricity supply, drainage, refrigeration and furniture required by the Army, Navy and Air Force in India. It functions under the overall control of the Engineer-in-Chief who is Advisor to the Ministry of Defence and the three services on operational and peace-time construction engineering*".

15. Reference was also made to the guidelines on cadre management of Military Engineering Service Civilian Officers. The counsel pointed out to the fact that the Officers are referred to as Civilian Officers. The preamble to the guidelines states that MES is an organization providing engineering/technical services to the services of the Defence forces. Thus what is to be seen is that though the employees of the MES except those Officers who come on deputation from the defence services, others are treated separately though they are also part of Military service. The MES is something that cater to the proper functioning of the Military service itself. Its function is something that can be separated. It has nothing to do with the sovereign function that is carried out by the Military establishment. So the argument of the counsel that it comes under the definition of industrial establishment and therefore the dispute is maintainable before this Tribunal is to be accepted.

16. All the petitioners have worked for years with the Respondents continuously. They are to be deemed to have been under the service of the Respondents. Their prayer in the Claim Statements is to reinstate them with full backwages and continuity of service and other attendant benefits. I am not inclined to grant the relief of backwages to the petitioners considering the circumstances. However, they are to be treated as permanent employees and are entitled to the relief of reinstatement and continuity of service.

17. In the result Respondents are directed to reinstate the petitioner in each IDs in service within a month of publication of the award. They will be entitled to continuity of service and shall be paid salary as per the regular scale, from the date of reinstatement.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th April, 2016)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioners : None
For the 2nd Party/Respondent : None

Documents Marked
On the Petitioner's side

Ext.No.	Date	Description
Ext.W1	1998-1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W2	Oct. 1998 Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W3	2015/1986	Petitioner's Driving License and School Leaving Certificate
Ext.W4	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W5	Aug. 1998 Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W6	29.03.1996 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W7	2005/2014 /2013	Petitioner Ration Card, Aadhar Card and Voter Identity Card
Ext.W8	1998-1999	Log Sheet
Ext.W9	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W10	Aug. 1998 to Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W11	30.09.1996 to Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W12	2009	Petitioner's Voter Identity Card
Ext.W13	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W14	Sept. 1998 Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent

Ext.W15	12.07.1998 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W16	2003	Petitioner PAN Card Driving License
Ext.W17	1998	Picture showing Substation "E" ATC with Grass within the Compound wall of ATC
Ext.W18	Nov. 1995 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W19	30.11.1995 April 1998	Petitioner's Gate Pass of the 1st Respondent
Ext.W20	16.03.2016	Petitioner Aadhar Card
Ext.W21	15.06.1998 May 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W22	2015/1997	Petitioner Aadhar Card, Voter Identity Card
Ext.W23	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of 1st Respondent
Ext.W24	Aug. 1998 Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W25	19.02.1999 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W26	2015/1997	Petitioner Aadhar Card and Voter Identity Card
Ext.W27	Sept. 1998	Duty Roster of Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W28	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of 1st Respondent
Ext.W29	17.05.1998 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W30	2015	Petitioner Aadhar Card
Ext.W31	2015/2005	Petitioner Aadhar Card and Ration Card
Ext.W32	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W33	Sep. 1998 Jan. 2000	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W34	12.01.1996 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W35	2015/2008	Petitioner Aadhar Card and Voter Identity Card
Ext.W36	Aug. 1998	Extract of the Attendance Register of the petitioner in the Nov. 1999 1st Respondent Office/Site
Ext.W37	Aug. 1998 Nov .1999	Extract of the Duty Roster assigned to the petitioner in the 1st Respondent Office / Site
Ext.W38	Sept. 1997 Feb. 2000	Extract of the Entry Gate Pass / Gate Pass issued by the 1st Respondent to the Petitioner
Ext.W39	2013/2007/ 2005	Petitioner Aadhar Card, Voter Identity Card, Ration Card
Ext.W40	Sept. 1998 Jan. 2000	Duty Roster of the petitioner duty endorsed by the Officer of the 1st Respondent
Ext.W41	Aug. 1998 Nov. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W42	Feb. 1999 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent

Ext.W43	2014	Petitioner Aadhar Card
Ext.W44	2014	Petitioner Aadhar Card
Ext.W45	Aug. 1998 Nov. 1999	Petitioner's Attendance register of the 1st Respondent
Ext.W46	Sept. 1998 Dec. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W47	15.01.1998 Feb. 2000	Petitioner's Gate Pass of the 1st Respondent
Ext.W48	2014/2003	Petitioner Aadhar Card and Voter Identity Card
Ext.W49	Nov. 1995 1995	Duty Roster of the petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W50	2004	Petitioner Driving License and School Leaving Certificate

On the Management's side

Ext.No.	Date	Description
Nil		

नई दिल्ली, 26 मई, 2016

का.आ. 1084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री इंजीनियरिंग सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 349, 351, 352, 353, 355, 356, 357, 358, 359, 360, 361, 362, 363, 368, 369 और 374/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.05.2016 को प्राप्त हुआ था।

[सं. एल–14011/12/2000–आईआर (डीयू),
सं. एल–14011/41/2000–आईआर (डीयू),
सं. एल–14011/16/2000–आईआर (डीयू),
सं. एल–14011/17/2000–आईआर (डीयू),
सं. एल–14011/19/2000–आईआर (डीयू),
सं. एल–14011/20/2000–आईआर (डीयू),
सं. एल–14011/21/2000–आईआर (डीयू),
सं. एल–14011/22/2000–आईआर (डीयू),
सं. एल–14011/23/2000–आईआर (डीयू),
सं. एल–14011/24/2000–आईआर (डीयू),
सं. एल–14011/25/2000–आईआर (डीयू),
सं. एल–14011/26/2000–आईआर (डीयू),
सं. एल–14011/27/2000–आईआर (डीयू),
सं. एल–14011/32/2000–आईआर (डीयू),
सं. एल–14011/35/2000–आईआर (डीयू),
सं. एल–14011/40/2000–आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 349, 351, 352, 353, 355, 356, 357, 358, 359, 360, 361, 362, 363, 368, 369 and 374/2001) of the Central Government Industrial Tribunal-CUM-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Military Engineering Service and their workman, which was received by the Central Government on 25.05.2016.

[No. L-14011/12/2000-IR(DU),
No. L-14011/41/2000-IR(DU),
No. L-14011/16/2000-IR(DU),
No. L-14011/17/2000-IR(DU),
No. L-14011/19/2000-IR(DU),
No. L-14011/20/2000-IR(DU),
No. L-14011/21/2000-IR(DU),
No. L-14011/22/2000-IR(DU),
No. L-14011/23/2000-IR(DU),
No. L-14011/24/2000-IR(DU),

No. L-14011/25/2000-IR(DU),
No. L-14011/ 26/2000-IR(DU),
No. L-14011/27/2000-IR(DU),
No. L-14011/32/2000-IR(DU),
No. L-14011/35/2000-IR(DU),
No. L-14011/40/2000-IR(DU)]

P.K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 26th April, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

I.D. Nos. 349/2001, 351/2001, 352/2001, 353/2001, 355/2001, 356/2001, 357/2001, 358/2001, 359/2001, 360/2001, 361/2001, 362/2001, 363/2001, 368/2001, 369/2001 and 374/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Garrison Engineer, Military Engineering Service, INS Rajali, Arakkonam and their workman)

BETWEEN

Sri P.T. Jagadeesh Kumar and 15 Others : 1st Party/Petitioners

AND

3. The Management : 2nd Party/1st Respondent
Military Engineering Service
INS Rajali
Arakkonam-631002

4. The Commanding Officer : 2nd Party/2nd Respondent
Naval Air Force
INS Rajali
Arakkonam-631002

S. No.	I.D. No.	Reference No. & Date	Name of theI Party S/Sri	Name of theII Party
1.	349/2001	L-14011/12/2000/IR (DU) dated 27.12.2000	P.T. Jagadeesh Kumar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
2.	351/2001	L-14011/41/2000/IR (DU) dated 27.12.2000	L. Edwin Rajan	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
3.	352/2001	L-14011/16/2000/IR (DU) dated 27.12.2000	K. Parthasarathy	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002

				2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
4.	353/2001	L-14011/17/2000/IR (DU) dated 30.11.2000	P. Joseph Rajakumar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
5.	355/2001	L-14011/19/2000/IR (DU) dated 27.12.2000	A. Ragamatullah	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
6.	356/2001	L-14011/20/2000/IR (DU) dated 27.12.2000	B. Muniendhran	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
7.	357/2001	L-14011/21/2000/IR (DU) dated 27.12.2000	C. Rajasekharan	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
8.	358/2001	L-14011/22/2000/IR (DU) dated 27.12.2000	A. Syed Karimullah	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2.The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
9.	359/2001	L-14011/23/2000/IR (DU) dated 27.12.2000	J. Muthu	2. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
10.	360/2001	L-14011/24/2000/IR (DU) dated 27.12.2000	S. Simon Sundarraj	3. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 4. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
11.	361/2001	L-14011/25/2000/IR (DU) dated 27.12.2000	A. Thivya Raj	2. Garrison Engineers, Military Engineering Service, INS Rajali

				Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
12.	362/2001	L-14011/26/2000/IR (DU) dated 27.12.2000	N. Chandrasekhar Kumar	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
13.	363/2001	L-14011/27/2000/IR (DU) dated 27.12.2000	A.S. Andrews Babu	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
14.	368/2001	l-14011/32/2000/IR (DU) dated 27.12.2000	M. Murugan	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
15.	369/2001	L-14011/35/2000/IR (DU) dated 27.12.2000	D. Divakaran	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002
16.	374/2001	L-14011/40/2000/IR (DU) dated 27.12.2000	V. Dhandapani	1. Garrison Engineers, Military Engineering Service, INS Rajali Arakkonam-651002 2. The Commanding Officer, Naval Air Station INS Rajali Arakkonam-631002

Appearance:

For the 1st Party/Petitioners : Sri R. Dakshina Moorthy, Advocate

For the 2nd Party/Respondent : Set-Exparte

3. On receipt of the Industrial Dispute this Tribunal has numbered it as IDs 349/2001, 351/2001, 352/2001, 353/2001, 355/2001, 356/2001, 357/2001, 358/2001, 359/2001, 360/2001, 361/2001, 362/2001, 363/2001, 368/2001, 369/2001 and 374/2001 and issued notices to the parties. In all the matters both sides have entered appearance and filed Claim and Counter Statement respectively. However, subsequently, the Respondents have remained absent and have been set ex-parte.

4. The averments in the Claim Statement in ID 349/2001 are as below:

The petitioner entered service of the Respondent on 29.10.1992 as AC Operator. He was working through Contractors. However, even when the Contractors changed the petitioner continued to work in the same position. The petitioner was performing the same work as that was carried out by the permanent employees of the First Respondent. The work of the petitioner was very essential for the First Respondent establishment. The so-called contract system was only a sham one. The contractor did not possess any valid license as required under the Contract Labour (Regulation and Abolition) Act. The petitioner and other similar workers were under the overall control of the Respondents. The petitioner and other workers had joined Socialist Workers Union and had placed Charter of Demands dated 16.08.1999

regarding confirmation in the establishment and wage revision on par with the permanent workmen. This was not considered by the Management. So the Union has raised Industrial Dispute. In retaliation the petitioner and similar other workmen were retrenched on 19.11.1999 without any notice or communication. There is no justification in the illegal termination of the petitioner. The petitioner is entitled to be reinstated in service with full backwages, continuity of service and all other attendant benefits.

5. The Respondents had filed Counter Statement contending that there was no employer-employee relationship between them and the petitioner, that the petitioner was working under the Contractor, that the Contractor was availing service of the petitioner temporarily according to necessity etc. It was also contended in the Counter Statement that the First Respondent is not an industrial establishment and therefore the dispute is not maintainable before this Tribunal.

6. The petitioners in the other connected disputes also have raised similar disputes. All of them have claimed that they have started to work with the Respondents on different dates and were working continuously with them, that though they were working through the Contractor the contract was only sham and nominal, that their work was perennial in 8nature, that they were working continuously, that they were terminated illegally and they are entitled to be reinstated in service.

7. Some of the petitioners have filed Writ Petition No. 36619/2004 before the Hon'ble High Court of Madras against the order of this Tribunal dismissing the applications filed by them to implead two more persons who are Contractors in the party array. The case has been stayed during the pendency of the Writ petition. The Writ Petition was dismissed as not pressed on 08.12.2005 and thus the stay in the matters have been vacated. When the matter was taken up after disposal of the Writ Petition the Respondents have failed to enter appearance in spite of postings given for their appearance. So Respondents have been set ex-parte.

8. The evidence in the case consists of the Affidavit in lieu of Chief Examination filed by the respective petitioners and the documents marked as Ext.W1 to Ext.W66.

9. **The points to be considered are**:

(i) Whether the action of the Respondents in terminating the service of the respective petitioners is legal and justified?

(ii) What, if any is the relief to which the petitioners are entitled?

The Points

10. The petitioners have given the details of their service for the First and second respondents in the respective Proof Affidavits filed by them. The petitioner in ID 349/2001 has stated in his affidavit that he has joined Indian Naval Service, Military Engineering Service, Arakkonam as early as on 29.10.1992 as AC Plant Operator. The petitioner in ID 351/2001 has joined the service on 19.12.1992 as AC Helper and has subsequently become Operator. The petitioner in ID 352/2001 has joined on 01.07.1992 as AC Helper and had continued to work so till his termination on 19.11.1999. The petitioner in ID 353/2001 has joined on 15.06.1994 and was working as AC Mechanic. The petitioner in ID 355/2011 has joined on 19.04.1995 as AC Operator. The petitioner in ID 356/2001 has joined on 18.07.1992 in the same position. The petitioner in ID 357/2001 has joined on 08.03.1993 as AC Operator. The petitioner in ID 358/2001 also has joined as AC Operator on 06.06.1992. The petitioner in ID 359/2001 has joined in the same position on 18.10.1996. The petitioner in ID 360/2001 who joined on 01.06.1992 and the petitioner in ID 361/2001 who joined on 18.03.1992 also were AC Operators. The petitioner in ID 362/2001 has joined in the service on 19.01.1996 as AC Helper. The petitioner in ID 363/2001 has joined on 03.05.1992 as DG Operator. The petitioners in ID 368/2001, ID 369/2001 and ID 374/2001 who joined on 18.03.1992, 03.07.1973 and 17.08.1993 respectively also were AC Operators. All of them were terminated on 19.11.1999. They are said to have been stopped at the entry gate and their Identity Card snatched and sent out. All these petitioners have stated in their affidavits and their termination was illegal and without compliance with the provisions of the Industrial Disputes Act.

11. All the petitioners have reiterated in their Proof Affidavits that they were continuously working for the Respondents though through the Contractors and that even when the contract was changed they continued to work in the same position under the Respondents. They have specifically stated in the affidavit that they were controlled and supervised not by the so-called Contractors but by the Officers of the Respondents. They were working hand in hand with the permanent workers and their work was perennial and continuous in nature. They have stated that the contract said to have been entered into by the Respondents were only sham and nominal, that they were always working for the First and Second Respondents only. It is further stated that they have been receiving salary from the Respondents.

12. The petitioners have also produced documents to substantiate their case. They have produced Attendance Registers in support of their case that they were continuously working. The Duty Roster containing the signature of the Officers of the Respondents also are produced. There is no evidence contrary to the evidence given by the petitioners that their work was perennial in nature, that they were working continuously, that they continued to work with the Respondents without any break even when the Contractors changed. This evidence of the petitioners is sufficient to prove that they were doing work perennial in nature and were under the control and supervision of the Respondents. The

contract entered into by the Respondents to employ the petitioners are to be treated as sham and nominal. In that case all these petitioners are to be considered as employees of the first and Second Respondents.

13. A contention has been raised in the Counter Statement that the First Respondent being Military Engineering Service, its function is sovereign in nature and it does not come under the definition of the "industry" as defined in the Industrial Disputes Act. In answer to this the counsel for the petitioner has pointed out that the First Respondent is only a wing of the Military which does not do any sovereign function but is a wing that can be severed from the main function Military. The counsel has, in this respect, referred to the decision of the Apex Court in VISWAN AND OTHERS VS. UNION OF INDIA AND OTHERS AND OTHER CASES reported in AIR 1983 SC 658. The Apex Court while considering the Army Act and Rules has stated how the General Reserve Engineering Force happened to be constituted. It is extracted below:

> "*In or about 1960 it was felt that economic development of the North and North Eastern Border Region were greatly handicapped by meagre and inadequate communications and defence of these areas also required a network of roads for effective movement and deployment of Armed Forces. This was rendered all the more necessary because the relations of India with its neighbours were in a state of potential conflicts and part of the Indian Territory was under foreign occupation and there were also hostile forces inviting some sections of the people to carry on a campaign for secession. The Government of India therefore, with a view to ensure coordination and expeditious execution of projects designed to improve existing roads and constructing new roads in the border areas in order to prove the defence preparedness of the Country created several posts in the Directorate General of Works, Army Headquarters for work connected with the development of border roads*".
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> "*The General Reserve Engineering Force (GREF) is organized on Army pattern with units and sub-units with distinctive badges of ranks and a rank structure equivalent to that in the Army. The Officers and other personnel of GREF are required to be in uniform right from Class-IV to Class-I personnel though GREF is undoubtedly a departmental construction agency, it is maintained by the Government of India to meet the operational requirements of the Army whose operational planning is based on the availability of the units of GREF for operational purposes*".

14. The counsel for the petitioner has also referred to the portion taken from the website of the Ministry of Defence.

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>
> "*MES is a Military Organization but has both Army and Civilian component of Officers and other Subordinate Staff. The MES is responsible for the design construction and maintenance of all buildings, air fields, dock installations, etc. along with accessory services such as Military roads, bulk water and electricity supply, drainage, refrigeration and furniture required by the Army, Navy and Air Force in India. It functions under the overall control of the Engineer-in-Chief who is Advisor to the Ministry of Defence and the three services on operational and peace-time construction engineering*".

15. Reference was also made to the guidelines on cadre management of Military Engineering Service Civilian Officers. The counsel pointed out to the fact that the Officers are referred to as Civilian Officers. The preamble to the guidelines states that MES is an organization providing engineering/technical services to the services of the Defence forces. Thus what is to be seen is that though the employees of the MES, except those Officers who come on deputation from the defence services, others are treated separately though they are also part of Military service. The MES is something that cater to the proper functioning of the Military service itself. Its function is something that can be separated. It has nothing to do with the sovereign function that is carried out by the 3 categories of Military. So the argument of the counsel that it comes under the definition of industrial establishment and therefore the dispute is maintainable before this Tribunal is to be accepted.

16. All the petitioners have worked for years with the Respondents continuously. They are to be deemed to have been under the service of the Respondents. Their prayer in the Claim Statements is to reinstate them with full backwages and continuity of service and other attendant benefits. I am not inclined to grant the relief of backwages to the petitioners considering the circumstances. They are entitled to the relief of reinstatement and continuity of service.

17. In the result the Respondents are directed to reinstate the petitioner in each IDs in service within a month of publication of the award. They are entitled to continuity of service and shall be paid salary as per the regular scale, from the date of reinstatement.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 26th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioners : None
For the 2nd Party/Respondent : None

Documents Marked:

On the Petitioner's side

Ext.No.	Date	Description
Ext.W1	Oct. 1997 Aug. 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W2	Nov. 1998 Nov. 1999	Duty roster of the petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W3	09.07.1995 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W4	2015/2016	Petitioner copy of gas connection and Union Bank Passbook
Ext.W5	18.08.1995 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W6	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W7	Dec. 1998 Nov. 1999	Duty Roster of the petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W8	2015	Petitioner copy of Aadhar Card
Ext.W9	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W10	Nov. 1998 Nov. 1999	Duty Roster of the petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W11	Aug. 1995 Dec. 1999	Petitioner copy of Gate Pass or entry Gate Pass
Ext.W12	2005/1997	Petitioner's Aadhar Card Voter Identity Card and Ration Card
Ext.W13	1998-1999	Model Log – Sheet (appraisal sheet)
Ext.W14	1997-1998	Pictures of the ATC – AC Plant compressor and the Workmen or Petitioners at work
Ext.W15	March 1999 06.05.2000	Petitioner's re-entry Gate Pass of the 1st Respondent
Ext.W16	Nov. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W17	25.11.1994	Petitioner's Gate Pass of the 1st Respondent
Ext.W18	1989-2007	Petitioner copy of School Transfer Certificate and Aadhar Card
Ext.W19	1998	Pictures of the ATC – AC Plant I, II, III and the Workmen or Petitioners at work

Ext.W20	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W21	Nov. 1998 Nov. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W22	Oct. 1996 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W23	2006	Petitioner's Voter Identity Card
Ext.W24	Nov. 1998 Nov. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W25	Oct. 1997 April 1999	Petitioner Attendance Register of the 1st Respondent
Ext.W26	July 1995 March 1999 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W27	2015/1986	Petitioner copy School Certificate, ration card and Aadhar Card
Ext.W28	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W29	Nov. 1998 Nov. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W30	Dec. 1998 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W31	2013	Petitioner copy of Aadhar Card
Ext.W32	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W33	Nov. 1998 Nov. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W34	01.12.1998 01.08.1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W35	2013/1998/ 2005	Petitioner copy of Aadhar Card Voter Identity, PAN Card and Ration Card
Ext.W36	1998	Pictures of the ATC – AC Plant I, II, III and the Workmen or Petitioners at work
Ext.W37	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W38	Nov. 1998 Nov. 1999	Duty roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W39	Dec. 1998 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W40	2013/2005	Petitioner copy of Aadhar Card and Ration Card
Ext.W41	Nov. 1998 June 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W42	Nov. 1998 Sept. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W43	Aug. 1995 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W44	2013/2005	Petitioner Copy of Ration Card and Aadhar Card and Driving License
Ext.W45	Oct. 1996 Nov. 1998	Petitioner's Attendance Register of the 1st Respondent

Ext.W46	July 1995 Oct. 1997	Petitioner's Gate Pas of the 1st Respondent
Ext.W47	2015/1986	Petitioner's copy School Certificate
Ext.W48	Nov. 1998 June 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W49	Dec. 1998 Sept. 1999	Duly Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W50	Dec. 1998 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W51	2015/1986	Petitioner's copy Aadhar Card and PAN Card
Ext.W52	1998	Pictures of the ATC – Penal Board examined at work by the Workmen and Petitioners
Ext.W53	Oct. 1997 July 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W54	Nov. 1996 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W55	2013	Petitioner's copy of Aadhar Card
Ext.W56	Oct. 1997 June 1999	Petitioner's Attendance Register of the 1st Respondent
Ext.W57	Nov. 1998 Sept. 1999	Duty Roster of the Petitioner duly endorsed by the Officer of the 1st Respondent
Ext.W58	Dec. 1998 Dec. 1999	Petitioner's Gate Pass of the 1st Respondent
Ext.W59	2013	Petitioner copy of Aadhar Card

On the Management's side:

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 26 मई, 2016

का.आ. 1085.– औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ आई.डी. संख्या 113/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–42011/101/2014–आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1085—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No.113/2014) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited and their workmen, which was received by the Central Government on 25/05/2016.

[No. L-42011/101/2014-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM- ABOUR COURT

CHENNAI

Wednesday, the 13th April, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 113/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of BHEL and their workman)

BETWEEN

The General Secretary : 1st Party/Petitioner Union
BHEL Mazdoor Sangam (BMS)
Opp. To Building No. 79

Tiruchirappali-620014

AND

The Executive Director : 2nd Party/Respondent
M/s. Bharat Heavy Electricals Ltd.
Kailasapuram

Tiruchirappali-620014

Appearance:

For the 1st Party/Petitioner Union : M/s. B. Rajagopal, K. Sathiyamoorthy, Advocates

For the 2nd Party/Respondent : M/s. A.V. Arun, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/101/2014-IR (DU) dated 27.11.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

"*Whether the demand of the Union seeking revised pay progression with consequential benefits to those employees who were recruited against Advt. Nos. 276, 277(i), 277(ii) and 278 after completion of one year period as per their own advertisement is legal and unjustified?" If so, to what relief they are entitled?"*

2. On receipt of Industrial Dispute this Tribunal has numbered it as ID 113/2014 and issued notices to both sides. Both sides entered appearance through their counsel and filed their Claim and Counter Statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement are as below:

The Petitioner Union is affiliated to Bhartiya Mazdoor Sangh and the All India Federation Public Sector Employees National Confederation. The Respondent is one of major units of BHEL established in 1963. It is running in huge profit. The workers of the BHEL are categorized in grades starting from A1/B1 to A12/B12. The fixation of pay scales, wages, other service matter and personnel policies for the workers are being arrived at in the Joint Committee which is the Apex Committee represented by Trade Unions from various units and their central leaders on one side and the Management on the other side. As per the minutes of the first meeting of the Joint Committee the terms of reference of the Committee are spelt out. Vide Employment Notice No.276 advertisement was issued in the year 2005 for the selection of 90 posts of Artisan Grade-IV in the Respondent establishment. As per the advertisement the selected candidates were to be taken as temporary employees for one year and they were to be absorbed in the regular establishment on successful completion of the period. However, contrary to the employment notice intimation letter was sent to the candidates informing them about the date and time of the written examination enhancing the temporary period as 2.5 years. In the offer of appointment given to the selected candidates also the period of temporary employment was given as 2.5 years. The candidates selected as per Employment Notice No. 276 have joined the respondent establishment on various dates commencing from 05.09.2005. They were absorbed in the regular establishment of the company on completion of 2.5 years period from 05.03.2008 onwards. Employment Notices 277 and 278 also were advertised by the Respondent and temporary workers were recruited on the basis of these notices. For

them also the period of temporary employment was mentioned as 2.5 years. Since period of 2.5 years of temporary employment was felt too long, representations were made to the Management. Accordingly, the Management issued circular stating that the temporary workers recruited against regular sanctioned vacancies have to spend only one year service during temporary period. Based on the above circular, temporary employee Artisans selected under Employment Notice No. 277(i) and 277(ii) who were working for more than 1 year at that point of time as temporary were absorbed in the regular establishment. Those who were recruited as per Employment Notice No. 278 also were absorbed in the regular establishment on completion of one year period. Revised circulars were issued by the Management on 07.04.2008, 22.05.2008 and 04.06.2008 explaining the dispensation to be followed in dealing with the past cases. Withdrawing the above three inter-office memorandum a new revised circular was issued on 12.02.2009. It was stated in this that since there was disturbances in the *interse* seniority between different batches of Artisans because of the three circulars the present circular is being issued. As per the circular dated 12.02.2009 changes in the designations of the respective workers were made based on their notional absorption after completion of one year period as temporary employee Artisan. Notional pay fixation was made in the pre-revised scale of pay as applicable to A3 grade from the deemed date of absorption. However, wage arrears were paid only from June, 2008 onwards as per the circular. The original circular dated 18.04.1998 fixing temporary employment period as 2.5 years is not in accordance with the spirit of Joint Committee decision. The decision is void one. The issue ought to have been put before the Joint Committee and got approved. Implementation of the above decision without approval and concurrence of Joint Committee is null and void. The act of the Management in revising the period of temporary employment without following the laid-down procedures had affected the workers. On 30.12.2009 a Memorandum of Agreement was made for the revision of pay-scales of the workers of BHEL retrospectively w.e.f. 01.01.2007. As per the agreement all regular workmen of the establishment are covered by the Agreement. Those who joined as regular employees on 01.01.2007 or thereafter are to be deemed to have joined in the new pay structure. Payment of arrears is effective from 01.01.2007 for such of those employees who were on service of the Company upto 31.12.2006 and continued to be in service as on 06.02.2010. The payment of arrears is effective from the actual date of absorption for those who joined on or after 01.01.2007. As per the circular dated 12.02.2009, those temporary employee Artisans who were absorbed in the regular establishment on or after 01.01.2007 were eligible to get arrears from their actual date of completion of one year temporary employee Artisan period. The decision given in the OM dated 18.02.2010 regarding payment of wage arrears is without any basis. The temporary employee Artisans who had been recruited as per Advertisement Nos. 276, 277 and 278 are entitled to wage arrears from the date on which they were absorbed in the regular establishment. The workers who were recruited as per employment notices mentioned above are eligible for Casual Leave and Earned Leave as per the Leave Rules of the Company. However, they were given only 7 days Casual Leave during the entire temporary period. They were also given one day non-encashable Earned Leave for every 20 working days. No other leave benefits were given to them. BHEL Leave Rules are applicable to all the employees. But those who were recruited as per Employment Notices No. 276, 277 were not provided with the leave to which they were entitled. The Management had not considered the representations made by petitioner demanding arrears of wages and leave benefits. It is accordingly the dispute is raised. An award may be passed revising pay progression with consequential benefits to those who were recruited against Advertisement Nos. 276, 277 and 278 after completion of one year temporary period. Instead of notional pay fixation and pay progression the concerned workmen should be paid wage arrears in full with all allowances. So also leave should be granted as per the Leave Rules of the Company upon absorption as regular employees on completion of one year. Carry forward facility should be given for un-availed leaves. Equivalent wages should be paid for leaves which cannot be carried forward.

4. The Respondent has filed Counter Statement contending as below:

The Respondent is a Government Company and is a major integrated power plant manufacturer in the world. It has 17 manufacturing units including the Respondent unit. The tradition in the Respondent Company is that the parties conduct collective bargaining in the form of mutual discussions in the Apex Level Bipartite Forum mainly the Joint Committee of BHEL which consists of representatives of the Management and representatives of the workmen. The Petitioner Union could not succeed in election for having representation in the Joint Committee. The very same issue has been discussed in the Joint Committee by the duly elected participative unions. The petitioner does not command membership from a substantial section of workmen of the Respondent. The dispute raised by the Union is not a valid Industrial Dispute as it has no *locus-standi* to raise the dispute. It is true that the terms of reference of the Joint Committee mentioned various aspects which can be taken up for discussion and decision. However, it is false that policy decisions with regard to the points mentioned in the terms of reference have to be decided only at the Joint Committee. In the year 1980 a policy was introduced regulating selection of Artisans which provided that while filling the skilled/clerical vacancies the employees would be recruited on daily rated basis for 6 months and thereafter will be placed on consolidated monthly wages for another 6 months and on completion of 1 year temporary service they will be absorbed to the regular grade A3. In the year 1998 the period of one year was enlarged to 2.5 years consisting of 1.5 years as daily rated employee and 1 year on consolidated wages before being absorbed into regular scale of A3 pursuant to the decision taken in the HR Heads Meeting. This policy decision was taken by the Management and was in vogue until it was revised in the year 2008. Employment Notification was issued as per Advertisement No. 276 in the year 2005. In the notification it was mentioned that candidates would be taken as temporary employees for a period of one year, though the prescribed policy of the company was temporary period of 2.5 years. This was noticed only after

closure of the date for receipt of applications from candidates. When call letters were sent to the candidates for written test it was specified that the candidates will be engaged as temporary employees for a period of 2.5 years and on completion of this period alone they will be absorbed in the regular establishment. The candidates have acted upon the letter and had participated in the written test. In the offer of appointment issued to the selected candidates also it was specified that the temporary employment period is 2.5 years. Acceptance of the offer of appointment by the members of the petitioner union would operate as a contract by itself. It is now not open to the petitioner to question the same. In Employment Notifications No. 277 and 278 the period of employment was mentioned as 2.5 years itself. The issue of period of temporary employment was raised in the Joint Committee and on mutual discussion the Management took a decision to reduce the period of temporary employment to one year by circular dated 01.04.2008. As per the circular those who have been regularized under the earlier policy of 2.5 years will be allowed one time dispensation of one year service weightage of their past service at the time of their next promotion. Circular dated 01.04.2008 is prospective only. There were disturbances in the *interse* seniority between different batches of Artisans after circular dated 01.04.2008. In order to settle the various issues the Corporate Office issued circular dated 12.02.2009 by providing notional absorption for temporary employees upon their completion of one year as temporary employee, but monetary benefits were given to them. Accordingly, necessary pay protection and promotions were given to the members of the Petitioner Union. But monetary benefits were given only w.e.f. June, 2008. Notional absorption and pay protection is a special dispensation granted by the Management and not in appreciation of legal rights and entitlement of the affected group. The case of the petitioner that the decisions have to be placed before the Joint Committee and necessary approval has to be obtained from the Joint Committee are all false. The circular dated 12.02.2009 had closed the related issues once and for all. It was not an issue before the Joint Committee Meeting held on 30.12.2009. The said meeting was arranged only for the purpose of revision of pay-scales for the workers effective from 01.01.2007. Fixing of pay as per the Joint Committee Meeting held on 30.12.2009 followed by the circular dated 06.02.2010 will not entitle the members of the Petitioner Union for arrears as their rights are restricted to the extent of special dispensation provided by circular dated 12.02.2009. It was as per circular dated 10.06.2008 the leave entitlements of temporary employees were rationalized. The petitioners having been recruited in the years 2005, 2006 and 2007, they are governed by the policy note dated 29.10.2005 with regard to their entitlements of leave. Necessary leave benefits have been extended to the concerned employees as per this. There are no valid grounds available to the petitioner for maintaining the Industrial Dispute. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder denying the averments in the Counter Statement and reiterating his case in the Claim Statement.

6. The evidence in the case consists of oral evidence of WW1 and MWs 1 and 2 and documents marked as Ext.W1 to Ext.W46, Ext.M1 to Ext.M4 and Ext.C1 to Ext.C3.

7. **The points for consideration are**:

(i) Whether the employees who were recruited against Advertisement Nos. 276, 277(i), 277(ii) and 278 are entitled to arrears of pay and other benefits after completion of one year period of temporary employee?

(ii) Whether they are entitled to leave on par with the regular employees after the said period of one year?

(iii) What, if any is the benefit to which the petitioner is entitled?

The Points

8. Petitioner Union has raised the dispute on behalf of the workmen who were recruited by the Respondent on the basis of Employment Notices No. 276, 277 and 278. The policy of the Respondent establishment while recruiting employees was to take them as temporary employees for a period of one year after which alone they will be absorbed as regular employees. Subsequently, the Respondent changed the policy and decided to put the recruited employees under temporary category for a period of 2.5 years after which alone they will be entitled to be absorbed in the regular service. The concerned workmen who were recruited on the basis of Employment Notices No. 276, 277 and 278 are those who were recruited after the Respondent took the decision to extend the temporary period of service by 1.5 years. However, subsequently, on 01.04.2008 the Respondent again reverted to the previous practice of retaining the recruited employees as temporary for one year and then making them regular in service. After taking this decision, so far as those employees who were recruited by Employment Notices No. 276, 277 and 278, circulars were issued by which they were deemed to have been made permanent after a period of one year though many of them have already worked for one year or even 2.5 years depending on the date of their joining. While granting such deemed permanency and consequent pay progression and even progression in pay based on revised pay structure the Respondent decided that these employees will not be entitled to monetary for the whole period in spite of their deemed promotion and other benefits. They were to get the financial benefits consequent to the above decisions only from June, 2008. The demand of the petitioner is that the concerned employees are entitled to wage arrears from the date on which they were deemed to have been made permanent. It is also their case that they are entitled to all the leave benefits as in the case of permanent employees on their becoming permanent in the establishment.

10. Before coming to the question whether the employees will become entitled to all the benefits including wage arrears consequent to their deemed permanency, a contention that was raised in respect of Employment Notice No. 276 in particular and all the three Employment Notices in general have to be considered. Ext.W4 is the Employment Notice No. 276 which does not bear any date. However, the last date for receipt of applications on the basis of this notice is given as 10.06.2005. The decision of the Management to enhance the period to 2.5 years was taken even earlier by Ext.W3 dated 18.04.1998. In spite of this, Ext.W4 Employment Notice No. 276 specify the period of temporary employment as one year only. It is stated in the notice that the post of Artisan-IV in the Trades of Fitter, Machinist, Turner and Electrician selected candidates would be initially taken as temporary employees for one year with remuneration and dearness allowance as per rules and guidelines issued by the State Government from time to time and on successful completion of this period they will be absorbed in the regular establishment. An argument has been advanced on behalf of the petitioner that in spite of Ext.W4 specifying the temporary period of employment as one year, the persons recruited as per this Employment Notice were retained as temporary employees for a period of 2.5 years and there is no justification for this in any case. The stand of the Respondent is that it had already taken the decision to enhance the temporary period to 2.5 years and the mention in Ext.W4 that temporary period is one year is only an error which has been subsequently corrected. According to the Respondent in the call letters to the applicants as well the in the offer of appointments to the recruited persons it was specified that the period of temporary employment will be 2.5 years.

11. As stated earlier by Ext.W3 the period of temporary employment was enhanced to 2.5 years even before Ext.W4 notice was published. It could be seen on going through the documents that in the subsequent documents concerning those who were recruited on the basis of Ext.W4 the period of temporary employment was mentioned as 2.5 years itself. Ext.M1 (series), 108 in number, all of the year 2005 are the offer of appointment given to the different recruitees under Employment Notice No. 276 specifying that the period of temporary employment is 2.5 years. All those who were recruited had accepted the terms and conditions including the condition that they should remain as temporary employees for a period of 2.5 years. It is stated by the Respondent that even in the call letter it has been stated. This seems to be correct even from the very claim statement which states that even though one year period was mentioned in the Employment Notice, the intimation letter sent to the applicants informing them of the date and time of the written examination showed the temporary employment as 2.5 years. Thus it could be seen that immediately after it was noticed that the employment notice gave the period of temporary employment as one year, steps have been taken to bring it to the notice of the applicants that the period is actually 2.5 years though a notice specifying this has not been published. WW1, the General Secretary of the Petitioner Union was recruited on the basis of Employment Notice No. 276. Document No. 88 among Ext.M1 (series) is the offer of appointment to this witness and he has admitted that the document contains his signature. He added during his cross-examination that he was pressurized to put his signature in the document. However, there is no such case in the Claim Statement. Never before his examination, the witness has stated anything about his having been put under pressure to sign the document. Being an offer of appointment only there could not have been any pressure in accepting the offer. So it is apparent that the employees have joined the establishment very much aware that the period of temporary employment will be 2.5 years. Merely because inadvertently it was stated in the Employment Notice that the period of temporary employment is one year the Respondent could not be taken to task.

12. The counsel for the Respondent has referred to two decisions of the Apex Court in support his argument justifying the period of 2.5 years in spite of a different period shown in the Employment Notice. In the decision in AIR 1990 SC 405 (MAHENDRAN AND OTHERS VS. STATE OF KARNATAKA) it has been held that a candidate does not get any right to the post by merely making an application for the same but right is created in his favour for being considered for the post in accordance with the terms and conditions of advertisement and the existing recruitment rules. In the decision in 1993 Supp (2) SCC 600 (JAISINGH DALA AND OTHERS VS. STATE OF HARYANA AND ANOTHER) it was held that if there is an error in the advertisement which is not in conformity to the rules it is open to the Management to rectify such error during the recruitment process itself. So it is clear that merely because the employment notice specified the period of one year even while as per previous decision, the period has been fixed as 2.5 years, it is not open to the petitioner to contend that the course adopted by the Management is not proper.

13. There is a general contention raised by the petitioner that the very decision of the Management to enhance the period of temporary employment as 2.5 years is not valid or proper one. According to the petitioner Ext.W3 is not a decision in the Joint Committee and therefore this could not have been imposed. Ext.W3 is a communication from the Dy. General Manager of the Corporate establishment to all the Head of Personnel. It is asking the personnel heads to refer to the minutes of the meeting held on 5th and 6th of December, 1997 and it is stated that the practice of the time spent on daily rated basis for 1.5 years and on consolidated wages for one year has to be followed uniformly by all the divisions for new recruits. This in fact is not a circular as such. Ext.C3 is a previous communication in this respect. Though according to MW2 there was a circular enhancing the period of temporary employment, the same is not produced. At the same time the previous decision dated 25.11.1980 marked as Ext.W2 by which the period was fixed as one year is in the form of a corporate personnel circular. According to the petitioner Ext.W1, the minutes of the first Joint Committee of 1973 shows that recruitment and promotion are also matters to be decided by the Joint Committee consisting of the representatives of the employees and of the employees. Item No. 7 in Ext.W1 which is one of the terms of reference of the Joint Committee shows recruitment and promotion also. However, it could be seen that it is not the

recruitment and promotion itself that is to be referred to the Joint Committee but the personnel policies regarding the same. It must be because of this Ext.W2 fixing one year as the temporary period of employment is a corporate circular and not a decision of the Joint Committee. In that case the decision to enhance the period also could not have been by the Joint Committee but by the corporate establishment as a policy decision. So the petitioner cannot take shelter under the fact that Ext.W3 is not based on decision of the Joint Committee. In any case the employees have accepted their offer of appointment specifying the period of temporary employment as 2.5 years and most of them have crossed the period of 2.5 years specified also. Having accepted the terms and conditions of employment they cannot turn around and claim that the very condition upon which they were appointed is not a valid one.

14. Now the core issue that is whether the concerned workmen are entitled to wage arrears as claimed by them consequent to Ext.W18 by which the period of temporary employment was reduced to one year has to be considered. As seen from Ext.W18 the issue of period spent as temporary employee was raised in the Joint Committee and it was agreed to have a relook on the matter. It is accordingly Ext.W18 circular has been issued. Clause-2 of the circular states that temporary workers recruited against regular sanctioned vacancies will have to spend only one year service during temporary period, in supersession of the existing policy. Clause-5 and 6 of the circular refer to those who were continuing as temporary employees and those who had already completed 2.5 years as per the previous policy. Clause-5 states that the temporary employees who have already completed one year or more service under the existing policy will be screened and placed in the regular scale after due screening immediately. As per Clause-6 those employees who have been regularized under the earlier existing policy of 2.5 years will be allowed one-time special dispensation of one year service weightage for their past service. This dispensation of one year service weightage will also be allowed to those temporary employees who as on date have completed more than 2 years service on daily rated / consolidated wages and are yet to be regularized. It is further provided that the service weightage will be allowed at the time of their next promotion. Thus on going through Ext.W18 it could be seen that no monetary benefit was provided for the temporary employees who were already in service but they were only allowed one-time special dispensation of one year service weightage.

15. Ext.W23, Ext.W24 and Ext.W25 are the inter office memos that came into existence regarding how temporary employees are to be treated after reduction of the period of temporary employment to one year. Ext.W23 states that some of the units have raised query regarding the methodology to be followed for giving service weightage to such of the employee who in the normal course are due for promotion w.e.f. June 2008 as per Ext.W18. This states that promotion will be made effective notionally from June 2007 by allowing service weightage in the existing grade. It is further stated that no monetary benefit will accrue in such cases for the period from June 2007 to June 2008 i.e. the time from which notional promotion was to be given. Ext.W24 the Office Memorandum dated 22.05.2008 states that the benefit as per Ext.W18 will be applicable to all the temporary employees who were recruited against regular sanctioned vacancies on or after 18.04.1998. Even after these, representations were received from the units regarding the date of effect of the new policy, as seen from Ext.W25. So Ext.W25 the inter-office memo dated 04.06.2008 superseded Ext.W24 and provided that Ext.W18 has to be followed with a cut-off date as 25th November in respect of those recruited as temporary employees. The weightage provided by Ext.W18 was to be extended to those employees wherever cadre change might have taken place.

16. Ext.W26 is the circular that is now prevailing. This superseded Ext.W23 to Ext.W25. The reason for supersession is given as representations from the employees that *interse* seniority between different batches of Artisans has been disturbed due to the application of the above circulars and so it was decided to withdraw those three circulars. Clause-3 of the circular states how temporary employees who have joined services of the Company on or after 18.04.1998 against sanctioned vacancies are provided. All the workmen concerned in the present dispute are those who were employed as per Employment Notices of 2005, 2006 and 2007. As stated in Ext.W26 those temporary employees who have completed one year on daily rated / consolidated wages are to be deemed to be notionally absorbed in A3 grade as Artisan Grade-IV on the date on which they completed one year as temporary employees. As per Clause-3.2 their future career progression will be regulated from the date of their notional absorption. Clause-3.3 states that their pay would be notionally fixed in the regular scale of Artisan Grade-IV at the minimum of the grade on the date of their notional absorption. Their notional pay progression has to be worked out till June 2008. The same treatment is provided to be given in the revised scale after the wage revision due from 01.01.2007 is implemented. Clause-3.4 states that no monetary benefit for past period upto June 2008 will accrue to those employees on account of the application of the above dispensation. However, financial benefits will accrue to them from June 2008 onwards.

17. It could be seen on going through the circulars Ext.W23 to Ext.W25 and also Ext.W26 that there was never any intention to give financial benefit accruing from the change for the period prior to June 2008. Though, continuously changes were made by Ext.W23, Ext.W24 and Ext.W5, all these maintained the position that financial benefit will not accrue to the employees on implementing these circulars. So there is no justification in the argument advanced on the side of the petitioner that Ext.W26 has done away with the financial benefit that was provided by the earlier circulars. Ext.W32 is only inter office memo explaining Ext.W26. This is of course inter-office memo issued after pay revision was effected. This was issued in response to the queries received from different units regarding implementation of the wage revision. Col.4 of the memo is as to how Ext.W26 will be working consequent to the wage revision. It is specified against the column that arrears have to be worked out as per normal pay progression without giving them the benefit of

reduction in temporary period. It is further explained that the calculation should be as if the temporary period had not been reduced upto June 2008 and w.e.f. June 2008 arrears have to be calculated on the basis of the dispensation allowed as per Ext.W26.

18. The claim made by the petitioner on the basis of Ext.W30 the wage agreement on wage revision and Ext.W31 the consequent circular also is without any basis. The argument advanced on behalf of the petitioner is that wage agreement provides for full monetary benefit to the temporary employees from 01.01.2007 the date on which wage revision is to be implemented and such wage revision having been provided in respect of those who have been absorbed considering the temporary period as one year also they are entitled to the monetary benefit from the date of the absorption. The petitioner has been relying upon Clause-7 of Ext.W30 the wage agreement. Clause-7.1 states that the employees who have joined the services of the Company in the regular salary grades on or after 01.01.2007 will be deemed to have joined in the new wage structure. Clause-7.2 states that employees who have been regularized between 01.01.2007 and upto 31.1.2009 will also be granted 2.5 increments at the rate of 3% i.e. total 7.5% of revised basic pay w.e.f. the date of the regularization as a special one-time dispensation. In fact Clause-7.2 is the only clause in respect of the temporary employees involved in the dispute. Employees who were recruited as per Employment Notice No. 276 have joined on 05.09.2005 and their due date of absorption was 05.03.2008. Consequent to Ext.W26 they were notionally absorbed as on 05.09.2006. Those who were recruited as per Employment Notice No. 277(i) joined on 16.10.2006 and their due date of absorption was 16.04.2009. Their notional absorption was on 16.10.2007. The second set of employees as per Employment Notice No. 277(ii) joined on 29.01.2007 and were to be absorbed on 29.07.2009. By Ext.W26 they were notionally absorbed on 29.01.2008. Those who were recruited as per Employment Notice No. 278 joined on 16.04.2007. Though their due date of absorption was 16.10.2009 they were notionally absorbed on 16.04.2008. These persons who were thus regularized between 01.01.2007 and 31.12.2009 got 2.5 increments @ 3% as special one-time dispensation. WW1, the Joint Secretary of the Petitioner Union has admitted during his cross-examination that the concerned employees have received this benefit. It could be seen that it was because notional absorption was given to the concerned employees they were given 2.5 increments as a consideration. The employees having received this benefit also cannot be heard to say that they were entitled to the monetary benefit. Some distinction is to be made between notional absorption and regular absorption. If an employee is absorbed in regular service after one year of temporary service he will be entitled to all the benefits of the permanent employees from the date of absorption. However, the absorption in the case of the concerned employees is only notional in nature to enable them to have the prospectus of faster promotion and also pay progression on the basis of the notional absorption. The very word "notional" connotes that it is distinct from regular absorption and is intended only for the purposes specified in Ext.W26 or the previous circular as the case may be. The wage revision has come into existence after Ext.W26 circular was issued. Even in this it is stated that once the pay is revised the pay progression would be worked out based on the revised wage from 01.01.2007 on which date the wage revision is to be implemented. Clause-7.2 in Ext.W30 and Ext.W31 are only the special consideration or concession given to those on whom this benefit of notional absorption was conferred by the earlier circular. The petitioner cannot claim monetary benefit calculated on the basis of such notional absorption or on the basis of the wage revision. The concerned employees are not entitled to any relief in this respect.

19. In the Claim Statement the petitioner has also claimed to grant leave to the concerned employees as per Leave Rules of the Company upon absorption as regular employee after completion of one year temporary employee Artisan period, to grant carry forward facility of un-availed leaves which can be accumulated and also to pay equivalent wages for the un-availed part of leave which cannot be carried forward i.e. Casual Leave and Optional Holiday.

20. The schedule of reference does not refer to any particular claim for leave benefits. However, it can be assumed that it is as part of the benefits that will be accrued consequent to the absorption as regular employees after reduction of the temporary period of one year that it has been claimed.

21. It is necessary to see the leave rules in respect of the employees while considering this claim of the petitioner. Ext.C2 is the extract of Leave Rules from the Personnel Manual of the BHEL which is of the year 1997. As per the coverage clause of the Leave Rules this shall apply to all the regular employees of the Company and those rules as specifically provided only apply to probationers, trainees, casual and temporary employees. Thus it could be seen that the rules are intended for the regular employees and there is special provision for leave in respect of others including temporary employees. Clause-3.2.8 states that the number of years of service for the purpose of calculation of leave entitlements of temporary / casual employees who are subsequently absorbed in the regular service shall be reckoned from the date of the absorption in regular service only. It is further stated that the leave remaining at the credit of such employees at the time of absorption cannot be carried forward on their absorption as regular employees. Thus, it is clear from this that carry-forward facility was not available to temporary employees.

22. Ext.C1 is the note issued by the Tiruchirappalli Human Resource Management after employees were recruited as per Employment Notice No. 276. This states that the temporary employees were seeking clarification on their entitlement and eligibility where benefits are concerned. It further states that the Personnel Manual is silent in the case of the benefits to be extended to temporary employees. Ext.C1 guideline is said to have been formulated on account of this.

Regarding leave facility it is stated that they will be eligible for 7 days Casual Leave per calendar year. Regarding Earned Leave it is stated that after completion of one year one day non-encashable Earned Leave can be taken for every 20 working days. So far as carry forward facility of Earned Leave is concerned it is stated that within the stipulated period that is 2.5 years for temporary employees it may be allowed and no leave will be allowed to be carried forward on regularization. Thus it could be seen from this that carry forward facility is within the temporary period only and could not be extended beyond the date of absorption. The petitioner has been attacking the validity of Ext.C1 on the ground that this is one issued by the Trichy Unit and could not have been implemented since the Corporate Management has not taken the decision. There is no case for the petitioner that there is any circular issued by the Corporate Management regarding the leave facility to be given to the temporary employees. Ext.C2 does not state anything specifically about it. The recruited employees have been acting on the basis of Ext.C1. Subsequently, by Ext.W37 there was change in the leave benefits applicable to the temporary employees. This also was acted upon. Only on the notional absorption the issue has been raised by the petitioner.

23. Ext.W37 is a corporate circular, the subject of which is rationalization of leave in respect of temporary employees recruited against regular vacancies. This states that it has been decided that BHEL Leave Rules will be made applicable to such employees appointed on or after 25.06.2008. Clause-2 of the circular states that the leave remaining to the credit at the time of absorption in respect of temporary employees recruited against regular vacancies on or after 25.06.2008 will be carried forward as per rules. As per Clause-2.2 in respect of those appointed prior to 25.06.2008 un-availed leave accrued upto 24.06.2008 as temporary employees will be permitted to be carried forward as non-encashable Earned Leave. Further change was made regarding the leave entitlement of temporary employees by Ext.W38. This was necessitated because the temporary employees appointed prior to 25.06.2008 and yet to be absorbed by 25.06.2008 were found to be getting less quantum of leave till their absorption as compared to their juniors appointed on or after 25.06.2008, during the balance period of their temporary employment. Thus it was decided by the circular that for such temporary employees who had not yet been absorbed as on 25.06.2008 the leave entitlement for the balance period of their temporary service from 25.06.2008 may be made at par with those appointed on or after 25.06.2008. Thus this is the circular that rules the temporary employees who were still remaining temporary as on 25.06.2008.

24. The petitioner seems to be claiming leave benefits applicable to the regular employees from the date of their notional absorption. I have been referring to Ext.W26 already. This does not make any specific reference to the leave entitlement of the employees on notional absorption. The benefit to which the employees will be entitled on their notional absorption is only what is provided by the circular. The circular specifically states what are the benefits to which the employees are entitled on the basis of the circular, on their notional absorption. Just like the employees are not entitled to wage arrears on the basis of notional absorption they will not be entitled to leave benefits applicable to the regular employees as if they were absorbed after expiry of period of one year in temporary employment and not notionally absorbed. So they will be entitled to leave benefits on the basis of Ext.W38 read with Ext.W37 only. If benefit as per these were not given it will be against what is provided by the circulars.

25. A contention has been raised by the Respondent in the Counter Statement that the Petitioner Union has no *locus-standi* to raise the dispute. In answer to this the petitioner has pointed out that its Central Union was a party to the settlement entered into by the Corporate Office of the Respondent Company. The petitioner has also referred to the decision of the Apex Court reported in 1978 2 LLJ 22 where it was held that a case raised by a minority union during the currency of the settlement and even on the acceptance of the benefits by its members was proper. Reference was also made to the decision of the High Court of Kerala reported in 2008 2 LLJ 1150 where it has been held that an Industrial Dispute within Section-2(i) of the ID Act need not necessarily be raised by a recognized or a majority union.

26 Though the contention that the petitioner has no *locus-standi* to raise the dispute has been raised in the Counter Statement the Respondent has not referred to this aspect at all in the written argument submitted by it. For this reason it is to be assumed that the Respondent has given up the contention regarding *locus-standi* of the petitioner to raise the dispute also. In view of my discussion above the petitioner is not entitled to any relief.

The reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th April, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner	:	WW1, Sri G. Sankar
For the 2nd Party/Respondent	:	MW1, Smt. Krishnaveni Sekar
		MW2, Sri Ajesh Sharma

Documents Marked:

On the Petitioner's side

Ext.No.	**Date**	**Description**
Ext.W1	-	First Joint Committee Minutes dated 14th May, 1973
Ext.W2	-	Corporate Personnel Circular dated 25.11.1980
Ext.W3	-	BHEL Corporate HR Circular dated 18.04.1998
Ext.W4	-	Employment Notice No. 276
Ext.W5	-	Intimation Letter – For written test dated 28.07.2005
Ext.W6	-	Offer of Appointment dated 29.08.2005
Ext.W7	-	Office Order – Posting Order dated 05.09.2005
Ext.W8	-	Employment Notice No. 277
Ext.W9	-	Office Order – Posting Order – dated 14.10.2006
Ext.W10	-	Office Order – Posting Order – dated 16.10.2006
Ext.W11	-	Relieving Order – dated 27.01.2007
Ext.W12	-	Intimation letter for Written Exam – 05.01.2007
Ext.W13	-	Office Order – Posting Order – 29.01.2007
Ext.W14	-	Employment Notice No. 278
Ext.W15	-	Office Order – Posting Order – dated 16.04.2007
Ext.W16		MOM of the Joint Committee Meeting held on 22nd August 2007 at New Delhi (No. AA/HR/515 (15) dated 05.09.2007)
Ext.W17	-	Office Order – Absorption of Temporary Employee Artisan – 25.03.2008
Ext.W18	-	BHEL Corporate HR Circular dated 01.04.2008
Ext.W19	-	BHEL/Corporate Office letter to Under Secretary, GoI, New Delhi (Lr. No. AA/HR/IR/523 dated 07.07.2014)
Ext.W20	-	Office Order – Absorption Order – dated 20.05.2008
Ext.W21	-	Office Order – Absorption Order – 20.05.2008
Ext.W22	-	Office Order – Absorption Order - 20.05.2008
Ext.W23	-	Inter Office Memorandum of GM/Hr/Corporate Office dated 07.04.2008
Ext.W24	-	Inter Office Memorandum of AGM/HR/corporate Office dated 22.05.2008
Ext.W25	-	Inter Office Memorandum of AGM/HR/Corporate Office dated 04.06.2008
Ext.W26	-	Corporate HR Circular dated 12.02.2009
Ext.W27	-	Advancement of date of Absorption – dated 28.04.2009
Ext.W28	-	Absorption and Completion of Probation Order dated 15.07.2009

Ext.W29	-	Advancement of date of absorption – dated 28.04.2009
Ext.W30	-	Minutes of Meeting of Joint Committee Meeting for MOA dated 10.02.2010
Ext.W31	-	BHEL Corporate HR circular dated 06.02.2010
Ext.W32	-	Inter Office Memorandum dated 18.02.2010
Ext.W33	-	Working Sheet – For Employment Notice 276 – Monetary Benefit Calculation
Ext.W34	-	Working Sheet – For Employment Notice 277 (i) – Monetary Benefit Calculation
Ext.W35	-	Working Sheet – For Employment Notice 277 (ii) – Monetary Benefit Calculation
Ext.W36	-	Working Sheet – For Employment Notice 278 – Monetary Benefit Calculation
Ext.W37	-	Corporate HR Circular dated 10.06.2008
Ext.W38	-	Corporate HR Circular dated 12.09.2008
Ext.W39	-	Working Sheet – For Employment Notice 276 – Shortfall of leave because of non-implementation of BHEL Leave Rules
Ext.W40	-	Working Sheet – For Employment Notice 277 (i) – Shortfall of leave because of non-implementation of BHEL Leave Rules
Ext.W41	-	Working Sheet – For Employment Notice 277(ii) – Shortfall of leave because of non-implementation of BHEL Leave Rules
Ext.W42	-	Working Sheet – For Employment Notice 278 – Shortfall of leave because of non-implementation of BHEL Leave Rules
Ext.W43	-	Supplementary submission by Petitioner Union – Copy of the letter to Joint Committee Secretary dated 31.05.2014
Ext.W44	05.06.2013	Representation submitted to Respondent Management by the Petitioner Union
Ext.W45	19.05.2009	Representation to CMD/BHEL/New Delhi by the affected workers recruited vide Emp. Notice 276
Ext.W46	05.08.2014	Copy of Minutes of Sub-Committee of Joint Committee dated 16.07.2014
Ext.C1	29.10.2005	Note Ref No. HE:RECT:ADVT 276 issued by Respondent with regard to entitlement of various benefits for Temporary Employee/Artisans
Ext.C2	1997	Extract of Leave Rules from the Personnel Manual of BHEL
Ext.C3	29.10.2005	Note Ref No. HE:RECT:ADVT 276 issued by Respondent with regard to entitlement of various benefits for Temporary Employee/Artisans

On the Management's side

Ext.No.	**Date**	**Description**
Ext.M1	26.08.2005	Offer of Appointment accepted and signed by Sri V.S. Dhandapani
(Series)		
	26.08.2005	Offer of Appointment accepted and signed by Sri G. Dinagaran
	26.08.2005	Offer of Appointment accepted and signed by Sri C. Albert Robin
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Jayakumar

26.08.2005	Offer of Appointment accepted and signed by Sri J. Arun Prakash
26.08.2005	Offer of Appointment accepted and signed by Sri S. Sudulai Muthu
26.08.2005	Offer of Appointment accepted and signed by Ms. S. Radha
26.08.2005	Offer of Appointment accepted and signed by Sri T. Siva
26.08.2005	Offer of Appointment accepted and signed by Sri K. Thirunavukkarasu
26.08.2005	Offer of Appointment accepted and signed by Sri N. Senthilnathan
26.08.2005	Offer of Appointment accepted and signed by Sri M. Selvam
26.08.2005	Offer of Appointment accepted and signed by Sri A. Gunasekaran
26.08.2005	Offer of Appointment accepted and signed by Sri D. Saravanan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Paul Ebenezer
26.08.2005	Offer of Appointment accepted and signed by Sri S. Ramachandran
26.08.2005	Offer of Appointment accepted and signed by Sri P. Elangovan
26.08.2005	Offer of Appointment accepted and signed by Sri B. B. Saravanan
26.08.2005	Offer of Appointment accepted and signed by Sri O.S. Senthil Kumar
26.08.2005	Offer of Appointment accepted and signed by Sri K. Selvam
26.08.2005	Offer of Appointment accepted and signed by Sri M. Balu
26.08.2005	Offer of Appointment accepted and signed by Sri S. Rajesh
26.08.2005	Offer of Appointment accepted and signed by Sri E. Sudharkar
26.08.2005	Offer of Appointment accepted and signed by Sri S. Amaresan
26.08.2005	Offer of Appointment accepted and signed by Sri A. Dennisvallabanathan
26.08.2005	Offer of Appointment accepted and signed by Sri K. Mariappan
01.09.2005	Offer of Appointment accepted and signed by Sri A. Selvakumar
01.09.2005	Offer of Appointment accepted and signed by Sri V.S. Prabhu
26.08.2005	Offer of Appointment accepted and signed by Sri N. Rameshkumar
26.08.2005	Offer of Appointment accepted and signed by Sri V.L. Ajikumar
26.08.2005	Offer of Appointment accepted and signed by Sri G. Veermani
26.08.2005	Offer of Appointment accepted and signed by Sri K. Thandayudhapani
26.08.2005	Offer of Appointment accepted and signed by Sri A. Karunakaran
26.08.2005	Offer of Appointment accepted and signed by Sri S. Suresh
26.08.2005	Offer of Appointment accepted and signed by Sri J. Lakshmanan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Ganesan
26.08.2005	Offer of Appointment accepted and signed by Sri S. Thirumurugan
26.08.2005	Offer of Appointment accepted and signed by Sri R. Balasubramanian
26.08.2005	Offer of Appointment accepted and signed by Sri K. Balamurugan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Mahalingam
26.08.2005	Offer of Appointment accepted and signed by Sri R. Kartheeban
26.08.2005	Offer of Appointment accepted and signed by Sri A. Alexander
26.08.2005	Offer of Appointment accepted and signed by Sri V. Babu

26.08.2005	Offer of Appointment accepted and signed by Sri A. Jerald
26.08.2005	Offer of Appointment accepted and signed by Sri P. Arumugam
26.08.2005	Offer of Appointment accepted and signed by Sri A. Robert Richard Prabhu
26.08.2005	Offer of Appointment accepted and signed by Sri H. Ramesh
26.08.2005	Offer of Appointment accepted and signed by Sri R. Samuel
26.08.2005	Offer of Appointment accepted and signed by Sri A. Antony Savaridoss
26.08.2005	Offer of Appointment accepted and signed by Sri K. Manivannan
26.08.2005	Offer of Appointment accepted and signed by Sri S. Sankar Ganesan
26.08.2005	Offer of Appointment accepted and signed by Sri K. Sakthivel
26.08.2005	Offer of Appointment accepted and signed by Sri K. S. Ranjith Kumar
26.08.2005	Offer of Appointment accepted and signed by Sri M. Gopalakrishnan
26.08.2005	Offer of Appointment accepted and signed by Sri T. Sathish
26.08.2005	Offer of Appointment accepted and signed by Sri K. Nandakumar
26.08.2005	Offer of Appointment accepted and signed by Sri K. Loganathan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Thivan
26.08.2005	Offer of Appointment accepted and signed by Sri K. Ramesh
26.08.2005	Offer of Appointment accepted and signed by Sri R. Balamurugan
26.08.2005	Offer of Appointment accepted and signed by Sri M. Jagannathan
26.08.2005	Offer of Appointment accepted and signed by Sri V. Gopinath
26.08.2005	Offer of Appointment accepted and signed by Sri P. Balasubramaniam
26.08.2005	Offer of Appointment accepted and signed by Sri K.K. Murugan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Alagumohan
01.09.2005	Offer of Appointment accepted and signed by Sri P. Jeganathan
01.09.2005	Offer of Appointment accepted and signed by Sri P. Saravanakumar
01.09.2005	Offer of Appointment accepted and signed by Sri R. Selvamurugan
19.09.2005	Offer of Appointment accepted and signed by Sri P. Jothimurugan
25.11.2005	Offer of Appointment accepted and signed by Sri M.P. Prashanth
26.08.2005	Offer of Appointment accepted and signed by Sri R. Kumaresan
26.08.2005	Offer of Appointment accepted and signed by Sri A. John Samuel
26.08.2005	Offer of Appointment accepted and signed by Sri B. Densingh
26.08.2005	Offer of Appointment accepted and signed by Sri S. Kannan
26.08.2005	Offer of Appointment accepted and signed by Sri P. Pugazhendhi
26.08.2005	Offer of Appointment accepted and signed by Sri D. Vimal Prsanna Anand
26.08.2005	Offer of Appointment accepted and signed by Sri R. Sasikumar
26.08.2005	Offer of Appointment accepted and signed by Sri M. Abdullasha
26.08.2005	Offer of Appointment accepted and signed by Sri A. Paul Andrews
26.08.2005	Offer of Appointment accepted and signed by Sri M.A. Prakash
26.08.2005	Offer of Appointment accepted and signed by Sri M. Felix Jayakumar

	26.08.2005	Offer of Appointment accepted and signed by Sri J. Sasikumar
	26.08.2005	Offer of Appointment accepted and signed by Sri M. Satishkumar
	26.08.2005	Offer of Appointment accepted and signed by Sri P. Velmurugan
	26.08.2005	Offer of Appointment accepted and signed by Sri A. Promin Raja Regam
	26.08.2005	Offer of Appointment accepted and signed by Sri M. Priyadarshini
	26.08.2005	Offer of Appointment accepted and signed by Sri V. Manickam
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Swaminathan
	26.08.2005	Offer of Appointment accepted and signed by Sri G. Sankar
	26.08.2005	Offer of Appointment accepted and signed by Sri S. Prabhakaran
	26.08.2005	Offer of Appointment accepted and signed by Sri P. Shahul Hameed
	26.08.2005	Offer of Appointment accepted and signed by Sri K. Sivalingam
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Kalyanakumar
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Mahesh
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Anandakumar
	26.08.2005	Offer of Appointment accepted and signed by Sri Yalavarti Srinivas
	26.08.2005	Offer of Appointment accepted and signed by Sri G. Devarajan
	26.08.2005	Offer of Appointment accepted and signed by Sri T. Gnanasekaran
	26.08.2005	Offer of Appointment accepted and signed by Sri S. Maruthachalam
	26.08.2005	Offer of Appointment accepted and signed by Sri A. Nagappan
	26.08.2005	Offer of Appointment accepted and signed by P.S. Ramkumar
	26.08.2005	Offer of Appointment accepted and signed by Sri A. Mani
	26.08.2005	Offer of Appointment accepted and signed by Sri Neelamadhab Sahoo
	26.08.2005	Offer of Appointment accepted and signed by Sri R. Sakthivel
	26.08.2005	Offer of Appointment accepted and signed by Sri S. Pachaimai
	01.09.2005	Offer of Appointment accepted and signed by Sri K.P. Thirunal
	26.08.2005	Offer of Appointment accepted and signed by Sri M. Raja
	26.08.2005	Offer of Appointment accepted and signed by Sri M. Veera Prabakaran
	26.08.2005	Offer of Appointment accepted and signed by Sri B. Raja
Ext.M2	23.04.2002	G.O. (2D) No. 17 of Labour and Employment Department of Tamil Nadu with regard to notification of minimum wages in respect to employment in General Engineering and Fabrication Industry
Ext.M3	01.03.2005	Letter No. Z3/10250/2005 from the Commissioner of Labour, Cehnnai with regard to Dearness Allowance payable with effect from 01.04.2005 in respect of various scheduled employment under Minimum Wages Act, 1948
Ext.M4	29.10.2005	Note Ref. No. HR:RECT:ADVT 276 issued by Respondent with regard to entitlement of various benefits for Temporary Employee / Artisans.

नई दिल्ली, 26 मई, 2016

का.आ. 1086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नार्थ दिल्ली म्युनिसिपल कारपोरेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ आई डी सं. 222/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.05.2016 को प्राप्त हुआ था।

[सं. एल-42011/121/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 222/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the North Delhi Municipal Corporation and their workmen, which was received by the Central Government on 25.05.2016.

[No. L-42011/121/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 222/2015

Shri Dharamvir Singh, S/o Shri Harswarup Singh,

Through the President,

MCD General Mazdoor Union,

Room No.95, Barrack No.1/10,

Jam Nagar House,

New Delhi …Workman

Versus

The Commissioner,

North Delhi Municipal Corporation,

4th Floor, Civic Centre, Minto Road,

New Delhi 110 002 …Management

AWARD

Reference under Section 10 sub section (2A) of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment vide it orders No.L-42011/121/2015-IR(DU) dated 05.10.2015 for adjudication of the industrial dispute with the following terms:

> 'Whether Shri Dharamvir Singh S/o Shri Harswarup Ram is entitled to the status of Chaudhary in the pay scale of Rs.195-1500 with effect from 01.01.1990 revised from time to time alongwith all consequential benefits? If so, what directions are necessary in this respect?

2. Vide letter No.L-42011/121/2015-IR(DU) dated 26.10.2015, corrigendum was issued, amending terms of reference as follows:

> 'Whether Shri Dharamvir Singh S/o Shri Harswarup Ram is entitled to the status of Chaudhary in the pay scale of Rs.950-1500 with effect from 01.01.1990 revised from time to time alongwith all consequential benefits? If so, what directions are necessary in this respect?

3. Both the parties were put to notice and the workman Shri Dharamvir Singh filed his statement of claim, wherein it is alleged that he has been allotted work of Chaudhary with effect from 01.01.1990 by the competent officers of Horticulture Department. He was initially posted in West Zone to work under Deputy Director of Horticulture. Thereafter, he was transferred to Karol Bagh Zone and presently working under Rohini Zone of Horticulture

Department. However, he has been denied pay scale of Chaudhary, revised from time to time. No qualification is prescribed for promotion to the post of Garden Chaudhary. Shri Dharamvir Singh is 10th pass. The workman has got payment of salary in the lower pay scale of mali, i.e. Rs.750-940 revised from time to time and has been denied the scale of Chaudhary, i.e. Rs.950-1500 for his performing the duty of Chaudhary with effect from 01.01.1990. Action of the management is alleged to be illegal & unjustified and amounts to unfair labour practice.

4. It is also averred in para 9 of the statement of claim that Hon'ble High Court, Delhi, in the matter of Jai Chand vs Municipal Corporation of Delhi (CW 6514/2001) has disapproved the non-payment of wages for those malis who are working on the post of Chaudhary vide its judgement dated 02.05.2003. After the above judgement of the Hon'ble Court, Municipal Corporation of Delhi (Horticulture Department) has also issued order No.ADC(Hor.)/AO(Hort)/DA-VII/05/457 dated 04.03.2005 (Annexure B). There is also reference to the judgment of Division Bench of High Court of Delhi in the matter of Municipal Corporation of Delhi vs. Sultan Singh wherein also plea of the MCD regarding non-payment of wages of Chaudhary to malis who are doing working of Chaudhary, was turned down by the Hon'ble High Court in judgement dated 27.07.2011, copy of which is annexed as Annexure B.

5. It is also averred that similar situated workmen (Mali and Chowkidar) who were performing duty of Chaudhary were granted pay scale of Chaudhary from the date when they were asked to perform duty on the higher post and management has challenged the order dated 27.07.2011 of the Labour Court in the matter of MCD vs Sultan Singh as well as before the Hon'ble Supreme Court of India by Special Leave to Appeal No.S20069/2011 and the plea by MCD all the time has been dismissed by both, before the High Court as well as the Hon'ble Supreme Court. Workman herein is also similarly situated and doing work of Chaudhary and as such entitled to same benefits.

6. Management, despite granting of four opportunities, failed to put in their appearance and hence were proceeded ex-parte on 17.03.2016.

7. The only issue which requires determination in the case in hand is whether the workman herein is entitled for grant of pay scale of Rs.950-1500 as revised from time to time alongwith consequential benefits. It is clear from statement of claim that initially the workman herein was appointed as mali on muster and later on he was regularized on the same post of mali in the pay scale of Rs.950-1500 alongwith usual allowances.

8. There is also ample evidence on record that the workman herein was performing duty as officiating Chaudhary. It is clear from perusal of document dated 24.09.2005 (List of Chaudharys working in West Region) Ex.WW1/3 that name of the workman, Shri Dharamvir Singh finds mention at serial No.7 and working as Chaudhary since January 1990. Workman, in order to prove his case, has tendered in evidence his affidavit Ex.WW1/A, wherein material averments contained in statement of claim has been reiterated. It is specifically alleged in the affidavit that he was doing work of Chaudhary/officiating Chaudhary with effect from 01.01.1990.

9. To my mind, as similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD vs. Sultan Singh as well as MCD vs. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

> "28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.
>
> 29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un-sustainability or perversity in the orders of the Tribunal has been made out.
>
> 30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost."

10. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court by special leave to Appeal (C) No.S20069/2011 MCD vs. Sultan Singh and others, which was also dismissed as withdrawn vide order dated 09.04.2012. It is further clear that the Hon'ble High Court in Sultan Singh case strongly deprecated the stand taken by the management that the workmen were not possessing requisite qualification or have not qualified the test etc. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary.

11. It is not out of place to mention here that even if the workman herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

> "The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:
>
> (1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of Article 14 of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.
>
> (2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.
>
> (3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the decision touches upon the policy matters, like scheme of regularization and the like (see K.C. Sharma & Ors. v. Union of India (supra). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence."

12. In view of the discussions made herein above, it is held that the workman is entitled to the pay scale of Garden Chaudhary with effect from January 1990 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary till date. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

May 24, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दिल्ली एयरपोर्ट पार्किंग सर्विस के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ आईडी सं. 168/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.05.2016 को प्राप्त हुआ था।

[सं. एल-42012/116/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 168/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Delhi Airport Parking Service and their workmen, which was received by the Central Government on 25.05.2016.

[No. L-42012/116/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 168/2015

Shri Dinesh, S/o Shri Gokul,

R/o A-5/325, J.J. Colony, Bhalaswa Dairy …Workman

Versus

The Manager,

Delhi Airport Parking Service,

MLCP, 6-Pillar, Terminal 3,

IGI Airport,

New Delhi 110 037 …Managements

AWARD

Central Government, vide letter No.L-42012/116/2015-IR(DU) dated 21.07.2015, referred the following industrial dispute to this Tribunal for adjudication:

> "Whether the services of the workman Shir DInesh S/o Gokul have been terminated illegally and/unjustifiably by the managements of AIIMS and Sulabh International and if so what relief is the workman entitled and what directions are necessary in this respect and to what extent each of the management is liable?

2. In the reference order, the appropriate Government commanded the parties to the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Shri Dinesh opted not to file his claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman herein as well as the managements. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the workman herein. Despite service of the notice, neither the claimant nor any authorized representative appeared on behalf of the workman herein despite granting of several opportunities. Thus, it is clear that the workman herein is not interested in adjudication of the reference on merits.

4. Since the workman herein has neither filed his statement of claim nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : May 20, 2016

A.C. DOGRA, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल पब्लिक वर्क्स डिपार्टमेंट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ आईडी सं. 330/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.05.2016 को प्राप्त हुआ था।

[सं. एल-42011/64/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (ID No. 330/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Public Works Department and their workmen, which was received by the Central Government on 25.05.2016.

[No. L-42011/64/2011-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 330/2011

The General Secretary,

CPWD Mazdoor Union,

Room No.95, Barrack No.1/10,

Jam Nagar House, Shahjahan Road,

New Delhi …Workmen

Versus

The Director General,

Central Public Works Department,

Nirman Bhawan

New Delhi 110 00 …Management

AWARD

Consequent upon receipt of the reference from Ministry of Labour, Government of India vide letter No.L-42011/64/2011-IR(DU) dated 14.10.2011 under clause (d) of sub-section (1) and sub-section(2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act), both the parties were put to notice for adjudication of the dispute, the terms of reference are as under:

> "Whether the contracts between the management of CPWD and its contractors mentioned under column no.9 of Annexure A with regard to employment of the workmen listed under column 2 of the annexure are sham and bogus. If yes, then whether the demand of CPWD Mazdoor Union for equal pay for equal work from the date of their initial employment or and regularization of their services by the management of CPWD is legal and justified? If yes, to what relief the respective workmen are entitled for?"

2. Claimants, through their union CPWD Mazdoor union filed statement of claim wherein it is averred that their union is representing the workmen at all India level. Workmen whose names are mentioned in the Annexure attached with the claim have been performing their duties in the establishment of CPWD at all India Level as indicated in Annexure A. Employer of the workmen is Director General (Works) CPWD, Nirman Bhawan, New Delhi and as such he is competent to resolve the dispute between the workmen and the management. It is the case of the workmen that Ministry of Labour vide its notification dated 31.07.2002 has abolished contract labour . Workmen have been performing their duties consciously from the date of their employment as indicated in column no.5 of Annexure A and the Junior Engineer/Assistant Engineer and Executive Engineer of CPWD have been supervising their work and contractors are performing their duties as agent of CPWD. Ministry of Labour under sub-section (1) of Section 10 of the Contract Labour (Regulation& Abolition) Act, 1970(in short the CLRA Act) in consultation with the Central Advisory Contract Labour Board prohibited employment of contract labour in the following category as per notification dated 21.07.2002.

(i) Air Conditioner Mechanic

(ii) Air Conditioner Khalasi/Helper

(iii) Electrician

(iv) Wiremen

(v) Khalasi(Electrical)

(vi) Carpenter

(vii) Mason

(viii) Fitter

(ix) Plumber

(x) Helper/Beldar

(xi) Mechanic

(xii) Sewerman

(xiii) Sweeper

(xiv) Foreman

3. After issuance of the said notification, the workmen were covered under the employment as referred in the above notification and are to be treated as direct employees of the management of CPWD and their status is that of the daily rated workers directly in the management of CPWD. Workers are performing duties, which is of permanent nature, as such, they cannot be treated as contract labour.

4. There are averments that contractors neither have licence to engage contract labour nor the management of CPWD being the principal employer as got registration as required under provisions of the CLRA Act to engage contract labour through contractors. Workmen connected with the dispute are performing their duties directly under supervision and control of Junior Engineer/Assistant Engineer and Executive Engineer etc. and the contractors are doing the duty only of cashier in respect of payment of wages , which is even less than the minimum wages fixed under the Minimum Wages Act, 1948. The above contracts are sham, camouflage, illegal as well as unjustified. Further, CPWDs daily rated workers are getting wages in time scale plus DA, ADA, HRA, CCA, except increments. This, as per the case of the workmen there also entitled to get wages fixed in the minimum of time scale from the date of their initial employment, being unskilled, semi skilled, skilled and highly skilled workmen. Workers as per order No.45/1/87-Ec.X(Vol.IV) dated 21.10.1990 and 28.01.1991 issued by Director General (Works), CPWD for payment of equal pay for equal work for daily rated workers are as per Annexure 2 and 3 of the statement of claim. As per judgement of the Hon'ble Supreme Court in Surender Singh & Others vs. Engineers in Chief CPWD are daily rated workers and also entitled to be regularized in the timescale after completion of 6 months of their continuous service. All the workmen in the case are having technical qualification for regularization of their services under the management of CPWD and have also sufficient experience for working in the different categories and the workmen herein are to be treated as direct employee of CPWD and are entitled for equal pay for equal work as well as regularization. Some officials of the CPWD are wrongly continuing contract labour system for their personal benefits, including the contractors. Hundreds of workers are appointed against the direct recruitment quota in the trades in which the workmen are employed, including the claim of the workmen herein, just to perpetrate the vested interest of the concerned officials. Workmen remained under the belief that after judgement of Supreme Court, they would be placed on a better footing but the management exploited the workmen miserably.

5. Workmen, in para 24 of the petition specifically referred to the case of Steel Authority of India & others vs. National Union Waterfront Workers & Others (2001(7) SCC 1) wherein the proposition of law regarding contract labor has been finally settled and the same is as under:

> 125 (5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit there-under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

6. It is also the case of the workmen that the management did not obtain registration certificate under section 7 of the CLRA Act nor the contractor was licenced under section 12 of the said act. Therefore, the so called contract is a mere sham, camouflage and illegal. In the pleadings there is reference to the other judgements of supreme Court. It is also alleged that DPWD daily rated workers have been getting their wages in the time scale + DA, ADA, HRA CCA etc. whereas their counter parts are not getting similar wages under the contract labour system Reference is also made to the judgement of the Hon'ble Supreme Court in Shyamal K Chatterjee and others vs. Food Corporation of India (2000 Lab.IC 3323) so as to justify the claim of the workmen herein for equal wages under the law. Finally, prayer has been made to direct the management to regularize services of the workmen connected with the dispute as per policy of the management of CPWD with effect from 11.12.2006 in the time scale and also for allowing the workmen equal pay for equal work in the minimum time scale with all allowances except increment from the date of their initial appointment.

7. Management filed written statement, taking preliminary objections regarding the reference being bad in law for non-joinder of necessary parties , no relationship of employer/employee between the parties, no cause of action and workmen being employees of contractor etc. In merits management has denied most of the averments made in the statement of claim. Management has not admitted correctness of the attached list of the workmen filed by the claimant union They have also filed final list of workmen who were working at different places. It is also denied that Director General (Works) CPWD is the appropriate authority to decide services matter raised by the union. Workmen herein are employees of the contractor and are not under the direct control and supervision of the management of CPWD.. It is also alleged that nowhere notification dated 31.07.2002 issued by Ministry of Labour it is mentioned that after prohibition of the contract labour engaged by the contractor are to be treated as employees of the management of CPWD. Workers are not performing duties of permanent nature. It is specifically denied that the workmen herein have been performing their duties in the management of CPWD, like the Junior Engineer/Assistant Engineer and Executive Engineer. It is further denied that the contractors have been performing duties of cashier. Workmen are in fact engaged by different contractors and there is no fundamental right of the workmen herein to seen regular employment, which can only be made by making appointment consistent with the requirements of Articles 14 and 16 of the Constitution of India. Right to be treated equally with the other employees on daily wages cannot be extended to the workmen for equal treatment with those who are regularly employed. It is also denied that officials of CPWD are working in collusion with the contractors. Rulings relied by the workmen is not applicable to the employees of the contractor but to such employees who are under the direct management and control of CPWD.

8. It is pertinent to mention here that my learned predecessor vide a order dated 14.06.2012 observed that though several preliminary objections are taken in the written statement, yet there is no need to frame issue on such objections since they are frivolous. No specific issue was framed by my learned predecessor as he was of the considered opinion that no other issue, other than the one referred by the appropriate Government for adjudication is made out from the pleadings of the parties.

9. Workmen in order to prove its case examined Shri Ranjit Kumar Mehto and Shri B.K. Prasad as WW1 and WW2 respectively, who have tendered in evidence affidavits Ex.WW1/A and Ex.WW2/B respectively and tendered in evidence documents.

10. In order to rebut the case of the workmen, management examined Shri Rahul Ranjan Singh as MW1 and his affidavit is Ex.MW1/A. Alongwith his affidavit, Shri Singh has tendered in evidence document Ex.MW1/1.

11. I have heard Shri B.K. Prasad, A/R for the claimant and Shri Atul Bhardwaj, A/R for the management.

12. It was strongly urged on behalf of the claimant union that the workmen whose names are mentioned in Annexure A are working in the management of CPWD at various places. Most of them are skilled workmen. They are doing work under supervision and control of the officials of CPWD, such as Junior Engineer/Assistant Engineer and Executive Engineer of CPWD. The so called agreement referred by the management, in the contention of the claimant union, are bogus, sham and a camouflage, inasmuch as management has not examined any contractor so as to prove that it was the contractor who was exercising effective and supervisory control over the workmen nor such contracts have been proved on record in accordance with law.

13. Secondly, it was urged that the department has not obtained registration as required under section 7 of the CLRA Act nor the so called contractor was duly registered as required under section under section 12 of the said Act. Job of

the workmen herein is regular and perennial in nature and their counterparts who are working directly under CPWD are getting higher wages than the workmen herein. Learned A/R for the claimant also proceeded to urge that this conduct of the management is highly arbitrary and illegal as the management has denied equal wages to the workmen herein, to which they are legally entitled in view of the judgement of the Hon'ble Apex Court in Surender Singh Vs. Engineer in Chief CPWD. Learned A/R for the claimant also heavily relied upon the ratio of the judgement of Steel Authority of India & others (supra) as well as Haryana State Electricity Board Vs Suresh Kumar & Others (1999 LLJ 1086) and a few other judgements. I would be referring to the same in the subsequent paras while drawing my conclusions.

14. Lastly, Shri Prasad strongly urged that prohibition notification Ex.WW2/1 dated 08.09.1994 issued by the Central Government clearly shows that the categories of the workmen mentioned in the said notification cannot be employed by way of contract labour. As such, engagement of workmen against the said posts through contract labour is totally illegal and against the law.

15. Per contra Shri Atul Bhardwaj, authorized representative appearing on behalf of the management strongly argued that there was no relationship of employer and employee between the workmen herein and CPWD, i.e. management. Salary of the workmen was being paid by the contractor as is clear from the pleadings contained in statement of claim. Since the workmen herein are employees of the contractors as such in the contention of the management they do not answer the definition of the word 'workman' as defined under Section 2(s) of the Act. Learned A/R for the management also urged that it was very difficult for the management to place on record various contracts which the management had entered into with the contractors because the workmen are employed at different places throughout the country and some of the contracts were not even traceable. It was the contractor who was having absolute control over the said workmen. Management merely had control and supervision to ensure that the work is done in an efficient manner. During the course of arguments, learned A/R for the management fairly admitted that the management has not placed on record any proof to the effect that the contractor was duly licenced under Section12 of the CLRA Act or the management was duly registered with the Government under Section 7 of the CLRA Act. However, learned A/R for the management submitted that the department, in fact, is duly registered and no contract can be awarded to any private contractor unless such contractor fulfills conditions of registration as required under Section 12 of the CLRA Act. During the course of arguments, learned A/R for the management heavily relied on the ratio of judgements in Workmen Vs. Coates of India Ltd. (2004 (3) SCC 547), Haldia Refinery Canteen Employees Union Vs. Indian Oil Corporation Ltd. (2005(6) SCC 51), Balwant Rai Saluja Vs. Air India Ltd. (2014 (9) SCC 407), Ram Singh Vs. Union Territory, Chandigarh (2004(1) SCC 126, Bengal Nagpur Cotton Mills Vs. Bharat Lal (2011 (1) SCC 635, Workmen of Nilgiri Co-op Market Society Ltd. Vs State of Tamil Nadu (2004 (3) SCC 514). I would be refereeing to the ratio of these authorities while evaluating the comparative merits of the submissions during the course of discussion in the subsequent paras.

16. Before I proceed to consider evidence as well as merits of submissions raised on behalf of either parties, it is necessary to refer to the ratio of judgement by a Constitution Bench of Hon'ble Supreme Court in Steel Authority of India and others Vs. National Union Waterfront Workers and others (2001) 7 SCC 1) wherein Supreme Court was primarily concerned with the meaning of the expression 'appropriate Government' as used in Section 2(1)(a) of the Contract Labour (Regulation and Abolition) Act, 1970 and in Section 2(a) of the Industrial Disputes Act, 1947 in relation to State Government or the Central Government. The other issue involved before the Apex Court was the automatic absorption of contract labour in the establishment of the principal employer as a consequence of abolition notification issued under Section 10A of the CLRA Act 1970. Supreme Court while partly overruling the Judgement in Air India Statutory Corporation vs. United Labour Union (1997 (9) SCC 377) prospectively held that neither section 10 of the CLRA Act nor any other provisions of the Act, whether expressly or by necessary implication, provides for automatic absorption of the contract labour on issuance of notification under the said section, prohibiting contract labour and consequently principal employer is not required to absorb contract labour working in such establishments. In the said case, another incidental issue whether relationship of master and servant between the principal employer and contract labour emerges after issuance of notification under section 10 of the CLRA Act was also considered by the Court. After discussing the entire spectrum of the case law on the subject in Para 125 of the judgement, it was held as under:

> (3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under sub-section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment;
>
> "(4) We overrule the judgment of this Court in Air India case prospectively and declare that any direction issued by any industrial adjudicator/any court including the High Court, for absorption of contract labour following the judgment in Air India case shall hold good and that the same shall not be set aside, altered of modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final."

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefit there-under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications."

17. A critical examination judgement in SAIL case (supra) would show that this judgement shines like a pole star in the galaxy of precedents in the field of industrial laws and provides a beacon light to all those who are lost in the mist of legal confusion. It is further clear from the above judgements that purpose of issuance of notification appears to be clear and Parliament has intended to create a bar by incorporating provision on engagement of contract labour in any establishment covered by such prohibition notification. Thus, no option is left with the employer to employ contract labour in the category of jobs mentioned in the said notification. In fact, Section 10 is enacted to work as a permanent solution to the problem and there is no legal justification for engagement of contract labour after issuance of such notification issued under Section 10 of the CLRA Act and incase of violation, employer can be imposed with punishment under Section 21 to 23 of the CLRA Act.

18. Supreme Court in International Airport Authority of India vs. International Air Cargo Workers Union (2009 (13) SCC 37) again considered the question of contract labour as well as impact of issuance of notification under Section 10 of the CLRA Act, and held as under:

'20. But where there is no abolition of contract labour under section 10 of CLRA Act, but the contract labour contend that the contract between principal employer and contractor is sham and nominal, the remedy is purely under the ID Act. The principles in Gujarat Electricity Board continue to govern the issue. The remedy of the workmen is to approach the industrial adjudicator for an adjudication of their dispute that they are the direct employees of the principle employer and the agreement is sham, nominal and merely a camouflage, even when there is no order under section 10(1) of CLRA Act. The industrial adjudicator can grant the relief sought if it finds that contract between principal employer and the contractor is sham, nominal and merely a camouflage to deny employment benefits to the employer and that there is in fact a direct employment, by applying tests like: who pays the salary; who has the power to remove/dismiss from service or initiate disciplinary action; who can tell the employee the way in which the work should be done, in short who has direction and control over the employee. But where there is no notification under section 10 of the CLRA Act and where it is not proved in the industrial adjudication that the contract was sham/nominal and camouflage, then the question of directing the principal employer to absorb or regularize the services of the contract labour does not arise. The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.

19. Admittedly, in the case in hand, management has not obtained registration as required under Section 7 of the CLRA Act nor there is any evidence on record to show that the so called contractors were duly licenced under Section 12 of the CLRA Act. It is pertinent to mention here that the management in the present case has not proved even a single

contract so as to ascertain terms and conditions of the said contract, its duration and nature of the work, which was to be taken by the contractor from the workmen herein. Workmen herein have filed list Ex.WW1/1 alongwith the statement of claim showing details of the workmen. No specific evidence has been led by the management on record so as to prove that list of the workmen annexed with the statement of claim is fake and not genuine.

20. Shri Ranjeet Kumar Mehto was examined as WW1 whose affidavit Ex.WW1/A is on the same lines as per statement of claim. There is not much cross-examination of this witness except reference to the employment of workmen at different places as per list Ex.WW1/M1. Shri B.K. Prasad, examined himself as WW2 and his Ex.WW2/A. There is no cross examination of Shri Prasad on this point and cross examination of the management is primarily on the point as to whether the workmen herein were members of the Union headed by Shri Prasad. Ex.WW2/1 is the prohibition notification issued by the Government under Section 10 of the CLRA Act. It is clear from the above notification that contract labour in 15 categories of workmen, i.e. Air Conditioner Mechanic, Air Conditioner Khalasi/Helper, Electrician, Wiremen, Khalasi(Electrical), Carpenter, Mason, Fitter, Plumber, Helper/Beldar, Mechanic, Sewerman, Sweeper, and Foreman have been abolished. Bare perusal of list of workmen in Ex.WW1/M1 would show that the date of appointment of majority of the workmen (as per Annexure A) is after 08.09.1994 when prohibition notification was issued under Section 10 of the CLRA Act. This Tribunal wanted to know from the management as to why the workmen were being engaged after issuance of the above notification under Section 10 of the CLRA Act on 08.09.1994; more so, when the workmen who were engaged after 1994 were skilled or semi-skilled workmen There was no satisfactory reply from the side of the management nor the management could show any letter where there was any direction from the higher officials so as to recruit the workmen through contract labour after 08,09.1994 despite issuance of notification under Section 10 of the CLRA Act.

21. During the course of arguments, reference was also made to the judgement of Surender Singh case which is mentioned in office order Ex.WW2/2 and this office order deals with equal pay for equal work and method of calculation of wages to daily rated workers of CPWD. It is clear from perusal of notification that total monthly emoluments admissible to regular counter parts of daily rated workers on the minimum of respective scale of pay may be multiplied by the number of days in a particular month so as to calculate the wage of daily rated workers. Senior Official of the management also present at the time of arguments has not refuted the office order at all.

22. At this stage it is also necessary to refer to the evidence of the management and the cross-examination of Shri Rahul Ranjan Singh, MW1, Deputy Director(CPWD) whose affidavit is Ex.MW1/A. He deposed that he joined only in January 2014 and had come from Ministry of Urban Development where he was posted as Under Secretary. Workmen herein were employees of **some contractor** and not employees of the management. Some of the workmen are doing work of CPWD. Since no worker was terminated by the management, as such, question of permission from the court does not arise. He also made reference to the workers mentioned as serial numbers 12, 23, 24 to 31, 38, 39, 56, 59, 60, 61, 63, 65, 71 to 73, 93 to 97, 100, 101, 104, 105, 110, 111, 117, 121 to 136, 162, 163, 187, 192, 195, 197 and 203of Ex.WW1/M1 that they are not working for CPWD through contractor. In fact, they never worked for CPWD. He also made reference to one worker, who is since dead. He further admitted that remaining workmen a mentioned n Ex.WW1/M1 might have worked in the past or are still working for the management. It is rather strange that the management has not taken any steps so as to bring authentic evidence on record regarding engagement of the workmen herein with different contractors. It was incumbent upon the management to have produced authentic list of workmen engaged by the different contractors. Since management herein is the principal employer who has admittedly outsourced work as per the case of the management to the various private contractors, in that eventuality, list of the workmen is also legally required to be in possession of the management as required under the CLRA Act. Not only this, when payment is made to the workmen regarding wages, it is requirement under Section 21(2) of the CLRA Act that an official of the department should be present so as to ensure payment of full wages to the workmen employed by the contractor. List of workmen and salary slips etc. is also then sent to the management so as to ensure compliance of provisions of the Act. . It is pertinent to mention here that under Section 29 of the CLRA Act, every principal employer as well as every contractor is required to maintain such registers and records giving full particulars of the contract labour employed, nature of the work performed by such contract labour, register of wages to be paid in such form as may be prescribed. Rule 72 of the Contract Labour (Central Rules) 1971 deals with the presence of authorized representative at the place of disbursement of wages by the contractor to workmen and Rule 73 further provides that authorized representative of the principal employer shall record under his signature a certificate at the end of the entries in the Register of Wages in the following form:

> "Certified that the amount shown in column No. ... has been paid to the workman concerned in my presence on ..... at ....."

23. Rule 74 deals with register of Contractors, which the principal employer is mandatorily required to maintain in respect of each contractor in form XII. Similarly, every contactor shall also maintain such register in form XIII in respect of workers employed at the establishment. Not only this, Rule 78 deals with the maintenance of muster roll, wage register, Overtime register etc. by the contractor. All these registers must remain upto date as required under Rule 80 and is to be complete in every respect and shall be kept at a place convenient to the workmen. Section 81(3) requires the principal employer to submit return to the Inspector within 15 days of the commencement or completion of each

contract work under each contractor, intimating the exact date of commencement and completion in the prescribed form. It is, thus, clear from the provisions of the CLRA Act that the principal employer is also required to keep control on the contractor so as to ensure compliance of the provisions of CLRA Act. It does not lie in the mouth of the management to say that the management is not in possession of copies of the contract or the management can't tell names of the contractor who were deployed at different places to do various work. Perusal of Ex. MW1/1, containing several pages, would show that after filling of the present case, letters were written to the Executive Engineers by the Director General , CPWD regarding regularization of such workmen as well as payment of equal wages etc. perusal of the various letters would also show that name of the contractors are mentioned in some letters alongwith estimate cost of the work, security deposit etc. by such contractors. There is also mention of agreement in some of the letters alongwith names of the contractors. However, management has not cared to examine any one of such contractors so as to prove what was the exact nature of the work and who was having over all administrative and supervisory control over them, who was the disciplinary authority regarding engagement/disengagement of the workmen. Simply because on paper payment was being made through contractors, that would not mean that workmen herein are employees of the contractor. This point has been fully clarified by the Hon'ble Apex Court in SAIL case (supra) as well as in the subsequent authorities. It is not out of place to mention that MW1 has admitted in evidence that some of the workmen mentioned in the list filed with the statement of claim were in fact working with the management. This witness also made a vital admission about the correctness of the list annexed to the reference ExWW1/M1. Thus, it does not lie in the mouth of the management to say that the workmen are not doing work of the management.

24. Now the vital question which requires determination is whether the so called contracts entered into between the management and the contractors, which have neither been exhibited nor proved on record, as per requirement of law are sham and bogus.

25. During the course of arguments, both the learned A/Rs for the respective parties relied upon the ration of judgment in SAIL case (supra). In the said case as discussed above, the Hon'ble Apex Court has cast a duty upon the Industrial Adjudicator to examine in the light of facts and circumstances of each case whether so called contract entered into between the management and the contractor is sham or nominal it is just a device to defeat the provisions of the law so as to ensure that the workmen do not claim to be employees of the management. It is apt to mention here that CLRA Act was enacted by the Parliament to deal with the abuse of contract labour system and the Act was framed by the Parliament to curb abuse of contract labour by contractor. Primary object of the Act was to regulate employment under the contract labour system in certain categories of employment. This approach is clearly discernable from the overall provisions of the Act. Further this Tribunal has to keep in mind noble object of these social beneficial legislation which needs to be construed in favour of the workmen.

26. During the course of arguments, reliance was placed by the management on Workmen Vs Coates of India Ltd. (2004(3) SCC 547). It was a case where the workmen were employed in the canteen run in the premises of the company. The canteen was being run by the contractor in the industrial establishment and main question before the court was whether the workman was an employee of the contractor who was running the canteen in the premises of the establishment or directly that of the management. Industrial Tribunal decided in favour of the workman and matter was taken by way of writ petition before the High Court and Single Judge dismissed the writ filed by the management. However, in the writ appeal, Division Bench set aside the judgement of the Single Judge and held that employees were not employees of the Company. Hence, an appeal was filed by the workmen before the Supreme Court wherein decision of the Division Bench was upheld. A critical appraisal of the judgement would show that there was ample evidence on record to show that as per the contract, employees were not contractual employees of the company nor they have ever moved the company for leave or enjoyed other benefits which the regular employees were enjoying. Tribunal also found that canteen employees were getting their wages from the respective contractors after signing the registers and attendance register was also maintained by the caterers/contractors. It was against this background it was held by the Hon'ble Apex Court that there is no escape from the conclusion that the workmen cannot be held to be employees of the respondent company.

27. To buttress his submissions, reliance was placed by the management on Ram Singh & Othrs Vs. Union Territory of Chandigarh (2004 (1) SCC 126). It was also a case of contract labour and the workman in the said case were trained electricians employed by the management and were claiming regularization of their services in the Engineering Department. Contract was alleged to be sham, camouflage and not genuine. The Hon'ble Apex Court after considering spectrum of the case on the subject held as under:

> 'In determining the relationship of employer and employee, no doubt 'control' is one of the important tests but is not to be taken as the sole test. In determining the relationship of employer and employee all other relevant facts and circumstances are required to be considered including the terms and conditions of the contract. It is necessary to take a multiple pragmatic approach weighing up all the factors for and against an employment instead of going by the sole 'test of control'. An integrated approach is needed. 'Integration' test is one of the relevant tests. It is applied by examining whether the person was fully integrated into the employer's concern or remained apart from and independent of it. The other factors which may be relevant are - who has the power to

select and dismiss, to pay remuneration, deduct insurance contributions, organize the work, supply tools and materials and what are the 'mutual obligations' between them'.

28. Normally, the relationship of employer and employee does not exist between an employer and Contractor and servant of an independent Contractor. Where, however, an employer retains or assumes control over the means and method by which the work of a Contractor is to be done it may be said that the relationship between employer and the employee exists between him and the servants of such a Contractor. In such a situation the mere fact of formal employment by an independent Contractor will not relieve the master of liability where the servant is, in fact, in his employment. In that event, it may be held that an independent Contractor is created or is operating as a subterfuge and the employee will be regarded as the servant of the principal employer. Where a particular relationship between employer and employee is genuine or a camouflage through the mode of Contractor is essentially a question of fact to be determined on the basis of features of relationship, the written terms of employment, if any, and the actual nature of the employment. The actual nature of relationship concerning a particular employment being essentially a question of fact, it has to be raised and proved before an industrial adjudicator.

29. Reliance was also placed upon the case of Nilgiri Co-operative Market Society Ltd. Vs. State of Tamil Nadu (2004 (3) SCC 5614) In the said case, it was observed that burden of proof lies upon the party who set up the plea that the workmen are employees of the principal employer and not of the contractor and this question is to be decided by the Tribunal on the basis of evidence on record. Normally, findings of the Tribunal would not be interfered with by the High Court in exercise of powers under Article 226 of the Constitution of India. Hon'ble Apex Court also held that the question whether workmen are employees of the principal employer or contractors depends upon a number of factors and the test of organization or control and supervision test is not always the decisive test. There are other factors to be construed by the Tribunal to be taken into consideration and Tribunal can also pierce the veil having regard to provisions of the Act. In the said case there were more than 400 workers, who were porters, who formed a Co-operative Society. The said workers claimed themselves to be employees of the Co-operative Society and Tribunal held that there does not exist any relationship of employer and employee between the society and the workmen. Writ petition preferred before the High Court was also dismissed and decision of the Tribunal approved by the High Court was also upheld by the Apex court, by observing as under:

> 'Determination of the vexed questions as to whether a contract is a contract of service or contract for service and whether the concerned employees are employees of the contractors has never been an easy task. No decision of this Court has laid down any hard and fast rule nor it is possible to do so. The question in each case has to be answered having regard to the fact involved therein. No single test - be it control test, be it organization or any other test - has been held to be the determinative factor for determining the jural relationship of employer and employee. There are cases arising on the borderline between what is clearly an employer-employee relation and what is clearly the independent entrepreneurial dealing. Different tests have been applied in different cases having regard to the nature of the problem arising in the fact situation obtaining therein. Emphasis on application of control test and organization test have been laid keeping in view the question as to whether the matter involves a contract of service vis-à-vis contract for service; or whether the employer had set up a contractor for the purpose of employment of workmen by way of a smoke screen with a view to avoid its statutory liability. Supervision and control test is the prima facie test for determining the relationship of employment. The nature or extent of control required to establish such relationship would vary from business to business and, thus, cannot be given a precise definition. The nature of business for the said purpose is also a relevant factor. In a given case it may not be possible to infer that a relationship of employer and employee has come into being only because some persons had been more or less continuously working in a particular premises inasmuch as even in relation thereto the actual nature of work done by them coupled with other circumstances would have a role to play.'

30. The control test and the organization test, therefore, are not the only factors which can be said to decisive. With a view of elicit the answer, the court is required to consider several factors which would have a bearing on the result : (a) who is appointing authority; (b) who is the pay master; (c) who can dismiss; (d) how long alternative service lasts; e) the extent of control and supervision; (f) the nature of the job, e.g. whether, it is professional or skilled work; (g) nature of establishment; (h) the right to reject.

31. Similarly, reliance was placed upon Bengal Nagpur Cotton Mills Vs. Bharat Lal (2001 (1) SCC 635) wherein question regarding sham and bogus agreements is also considered. Hon'ble Apex Court also considered the question whether contract labour were employees of the principal employer or that of the contractor. It was observed that merely because some officers of the principal employer were giving some instructions to the employees of the contractors, they would not make them employees of the principal employer.

32. Lastly, strong reliance was placed by the management upon the case of Haldia Refinery Canteen Employees Union Vs. Indian Oil Corporation Ltd.) 2005 (6) SCC 51) and Balwant Rai Saluja Vs. Air India Ltd. (2014 (9) SCC 407). Both were cases of statutory canteens managed by contractor in the premises of the principal employer. In this case, it was held that the workmen working in the canteen are employees of the principal employer for the purpose of

Factory Act only and not ipso facto workers of the establishment for other purposes like absorption etc. under the ID Act.

33. This Tribunal cannot ignore the vital fact that Section 46 of the Factories Act, 1948, requires establishment of a canteen in a factory employing more than 250 workers. State Government have been given powers under the Act to make rules requiring such canteens to be provided in the factories so as to ensure welfare of the workmen working therein. Factories Act is otherwise a social legislation and it provides for the health, safety, welfare, working hours and leave and other benefits for workers employed in factories. Even Section 16 of the CLRA Act specifically provides that the appropriate Government may make rules requiring every establishment setting up one or more canteens for the use of contract labour. There is even provision for rest rooms as well as other facilities to be provided to ensure that all these above requirements as well as amenities which are required to be provided under the above Acts for the benefit of contract labour in the establishment is fully complied with. Therefore, it was against this background that Apex court held that labour working in the factor was the employee of the Company, i.e. principal employer for the purpose of Factories Act and not for the purpose of Industrial Disputes Act.

34. A close reading of the judgements relied upon by the management would show that facts and circumstances in each case were different and facts in none of these cases were similar to each other except the case of Coates of India Ltd. Case(supra), Haldia Refinery Canteen Employees Union case(supra) and Balwant Rai case (supra) where workmen were admittedly working in the canteen or premises of the establishment or factory.

35. However, situation in the case on hand is different. It is not the case of the management that administrative or supervisory control over the workmen was being exercised because of statutory requirements as was the position in Haldia Refinery Canteen Employees Union case(supra) and Ram Singh case (supra). Management has not whispered a word that contractor was giving directions to the workman to do a particular kind of duty on the spot so as to show that supervisory and effective control was with the contractor. Rather, it has been admitted by MW1 that they were giving directions to the workers who were doing work on the spot. In the case in hand, there other peculiar factors which were not present in the authorities relied upon by the management. There was no issuance of prohibition notification under Section 10 of the Act in most of the cases relied upon by the management, whereas in the case on hand, vide Ex.WW2/1 prohibition notification was admittedly issued. Workmen as per list Ex.WW1/M1 are mostly skilled and semi-skilled workmen who are admittedly performing their duties at the respective sites as per directions of the Assistant Engineer, Junior Engineer, etc. Tribunal cannot ignore the fact that duties of khalasi, beldaars, wiremen, lift operators, AC operator etc. is of such nature that the same can be performed only under the directions and direct supervision of superior officers and there cannot be any role of contractor in the performance of such duties. Management has admittedly flouted the notification Ex.WW2/1 and it was followed more in breach than in observance. Management has neither proved any contract nor examined any contractor so as to prove that supervisory or administrative control was that of the contractor whereas in the cases relied upon by the managements contracts were proved on record so as to determine nature of work, control and duration of such contracts. It was also proved in some of the cases that the contractor was marking attendance of the workmen, issuing wage slips etc. Thus, in said cases, control over the workmen was that of the contractor whereas in the case on hand, all such material facts are missing as the same have not been pleaded or proved on record by the management. Moreover, in the case in hand, management has not examined any contractor nor proved/exhibited any contract awarded to the said contractors so s to ascertain terms and conditions of the contract and nature of control which the principal employer or contractor was to exercise upon the workmen employed at the spot. In such circumstances, this Tribunal is bound to drawn adverse inference against the management.

36. Learned A/R for the workmen relied upon the case of BHEL s. State of Uttar Pradesh (2003 Lab.IC 230) Hon'ble Apex Court dealt with the question of contract employee. It was a case where workmen were engaged as gardeners(mali and sweepers) to maintain lawns and parks inside the factory premises of the company. Their services were terminated ion 01.12.1988 and workmen took matter to the Labour Court, who directed the Company to reemploy them and pay compensation. Ultimately matter reached before the Supreme Court wherein plea was taken that the workmen were engaged for working as gardeners in the factory premises and campus of the Company and the Hon'ble Apex Court finally upheld decision of the Labour Court by observing as under:

> "5. The true test may, with brevity, be indicated once again. Where a worker or group of workers laborers, to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contracts is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor, Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligations on the real employer based on Articles 38, 39, 42,43 and 43-A of the Constitution. The court must be astute to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.'

37. It is not out of place to mention here that in SAIL case (supra), the Hon'ble Apex Court approved ratio of judgement in Hussainbhai, Calicut Vs. The Alath Factory Thezhilali Union, Kozhikode & Othrs(1978(4) SCC 257). Supreme Court in the said case also considered the vital question of status of the workmen who have been employed through contractor by the principal employer. Issue in the said case was hiring of workmen through contractor by industry manufacturing ropes. Supreme Court pointed out that work done by the contract labour was integral part of the industry concerned and the workmen were broadly under the control of the management. Payment of wages was being made through the contractor as is the position in the present case. In order to ascertain the real nature of the contract, the Apex Court observed that where a worker or a group of workers labour to produce goods or services and these goods or services are for the business of another, that other is in fact the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, Courts discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor.

38. Yet in another case, Sankar Mukherjee & Others Vs. Union of India & Others (1990 (Supp.) SCC 668), The Apex Court considered the notification under Section 10(1) of the Contract Labour (Regulation & Prohibition) Act,1970. The said notification by the Government of West Bengal dealt with prohibiting the employment of contract labour in 16 departments covering 65 jobs in the establishments of M/s. Indian Iron and Steel Co. Ltd. The list of the departments and the jobs are annexed in the schedule to the notification. One of the Departments related to Brick Department excluding the job of loading and un-loading of bricks from wagons and trucks. On a challenge made by the affected workers that they had been subjected to hostile discrimination so much so that the workmen doing the same job in other departments and allied jobs in the same department have been rescued from the system of contract labour, the Supreme Court pointed out that bricks handled by the brick department were used in furnaces of the company as refractory and incidental to the industry carried on by the company. The petitioners herein were employed as contract labour by the company for the last 15 to 20 years. The Supreme Court further pointed out that even though the petitioners were not doing the job of stacking the bricks, there was no denial nor any averment or material on the record to show that the job of loading and unloading of bricks was not incidental or alike to the stacking of the bricks. On the other hand, they are one continuous process. That being so, the workers performing these jobs which are of perennial nature, are to be treated alike. The Supreme Court pointed out that the workers doing the job of loading and unloading from the wagons and trucks in the Brick Department are to be treated on par with those who are doing the job of cleaning and stacking in the said Department. The Supreme Court further pointed out that there was o reason as to why others doing the same job should be treated differently.

39. During the course of arguments, great emphasis was placed by the learned counsel for the workmen on the fact that when the nature of job done by the workmen herein is regular and perennial in nature and workers are doing same work which was being done by regular workmen, who were admittedly drawing salary double the amount of the salary of the workmen herein, in such a situation , so called contracts with the contractors in the face of prohibition notification under Section 10 cannot be termed to be legally valid. Such agreements are against public policy and any agreement against public policy is liable to be termed as a void agreement. Consequently, such a contract itself becomes void, sham, nominal and bogus in the eyes of law, such contracts are bogus and sham in law. . Since majority of the workmen are doing the work of skilled or semi-skilled in nature, which is an integral part of the activity of the department, i.e. CPWD as such there was no question of engaging contract labour after issuance of notification under Section 10 of the CLRA Act.

40. In this regard, reliance was placed by the workmen on the case of Catering Cleaners of Southern Railway vs. Union of India and another (1987 (1) SCC 700). This decision relates to a case of contract labour engaged for cleaning catering establishments and pantry cars in Southern Railway. The Supreme Court pointed out that although the contract system has been abolished in almost all the other Railways, the Southern Railway persists in employing contract labour for cleaning its catering establishments and pantry cars to serve public better. In considering the claim of the contract labour , the Supreme Court pointed out that the work of cleaning catering establishments and pantry cars is necessary and incidental to the industry or the business of the Southern Railway; the employment is of perennial nature and that the work required employment of sufficient number of whole-time workmen. Thus, these factors satisfy the provisions under Section 10(2) of the CLRA Act. Considering such facts, instead of issuing a Mandamus, the Supreme Court directed the Central Government to take appropriate action under Section 10 of CLRA Act in the matter of prohibiting employment of contract labour in the work of cleaning catering establishments and pantry cars in Southern Railway. The Supreme Court further directed that these workmen, who were previously employed by the contractor on the same wages and conditions of work as are applicable to those engaged in similar work in Western Railway, be absorbed without waiting for the decision of the Central Government.

41. Question of contract labour was also considered by the Hon'ble Apex Court in the case of Suresh vs Haryana State Electricity Board (1999 LLJ 1086). It was also a case where question of right of equality, i.e. equal pay for equal work as well as question of contract labour was considered. In the said case also Haryana State Electricity Board awarded contract for keeping plants and service station clean and hygienic conditions to a private contractor. There was

a stipulation in the contractor to employ minimum number of workmen. Workmen had put in more than 240 days in a calendar year and worked for several years. Labour Court ordered their reinstatement with continuity of services when contractor had terminated their services. Hon'ble High Court also held that there existed relationship of employer and employee between the Electricity Board and the workmen and upheld the award of the Labour Court. Hon'ble Apex Court also upheld the judgement of the High Court and observed that maintenance work in the plant is not seasonal in nature and overall control of contract labour, including administrative control rested with the Electricity Board. Neither the contractor was licenced nor Electricity Board was registered as principal employer. Therefore, so called contract system was merely a camouflage, bogus and a smoke screen. In the case in hand also as observed above, admittedly there is no evidence on record to show that the management was duly registered nor there is any evidence worth the name that the so called contractor was duly licenced under the law. Work in the case in hand is also not of seasonal nature and most of the workmen are doing this work regularly for the last several years. Same cannot be termed to be seasonal or temporary work.

42. Conspectus of the above judgements would clearly show that heavy duty has been case on the Industrial Adjudicator so as to decide whether the contract in question is genuine one or sham, camouflage or bogus. As discussed above, no such contract has been proved on record by the management, who has admittedly engaged workers after issuance of prohibition notification Ex.WW1/1 dated 08.09.1994. No doubt, CPWE, i.e. the management has its offices throughout the country and they are engaging labour for different projects but being an important organ of the Government, it is expected from such a big organization that it should act like a model employer and cannot engage any labour which is in derogation of the prohibition notification issued under Section 10 of the CLRA Act. Simply because punishment is provided under Section 23 of the CLRA Act for contravention of the provisions regarding employment of contract labour, that would not itself mean that the Government can engage contract labour in defiance of the statutory prohibition or notification issued under Section 10 of the Act. The Act does not even exclude prosecution of the officers of the State Government or any of the Instrumentalities under the State Government for contravening provisions of the Act. However, the fact remains that no such prosecution has ever been launched against officials of CPWD for violation of Section 23 of the CLRA Act nor any other law. In view of my detailed discussion hereinabove, it is held that so called contracts between the management of CPWD and contractors are held to be sham, bogus or nominal; as such, workmen are held to be directly in the employment of the management.

43. Now, the next question which is also required to be answered by this Tribunal is whether workmen herein are entitled for equal pay for equal pay from the date of their initial appointment or regularization of their services by the management ? In this regard, learned A/R for the management invited attention of this Tribunal to office order Ex.WW2/2 which deals with equal pay for equal work and method of calculation of such daily rated workers of CPWD. Perusal of the above office order would show that the same was issued by Directorate General of Works of CPWD, New Delhi and subject of the letter is as under:

> Subject Implementation of Supreme Court judgement dated 17.01.1986 on Surender Singh's case regarding equal pay for equal work' – Method of calculation of wages of the daily rated workers regarding
>
> Reference have been received from some of the superintending Engineers/Executive Engineers etc. seeking clarification regarding method of computing daily rates payable to daily rated workers of CPWD on the concept of 'equal pay for equal work'. It has been decided that the following formula may be adopted for the purpose of working out daily rates of wages of daily rated workers of the CPWD:
>
> "The total monthly emoluments admissible to regular counterparts of the daily rated workers at the minimum of the respective scale of pay may be multiplied by number of days in a particular month after deducting there-from the days of absence plus the days of rest falling in the week/weeks in which the worker remained absent and the result may be divided by number of days in the month. The figure so arrived will be the daily rate of wages of the worker."

44. There is also another letter Ex. WW2/3 which also deals with implementation of decision of the Court in Surender Singh Vs. Engineer In Chief case (supra) regarding equal pay for equal work. In this letter also there is clarification given by the Department regarding calculation of arrears of wages. Further, letter Ex.WW2/4 deals with regularization of workers working on muster roll under CPWD. This letter simply clarifies that persons working on work order and contract basis cannot be considered for regularization as they are not on direct rolls of CPWD. Regularization of these workers will be strictly subject to fulfillment of eligibility conditions prescribed in the recruitments rules of the respective posts. This letter also clarifies that daily wage worker should be eligible in respect of maximum age limit on the date of appointment to the regular post. For this purpose, the period spent by him as daily wage worker is deducted from the actual age on the date of his regularization. Normally casual workers are regularized against the direct recruitment quota vacancies. Compliance report of the above letter was also be be furnished to the contractor of CPWD by the concerned officials.

45. There is another circular Ex.WW2/5, filed on behalf of the workmen, deals with the charter of demands of CPWDM Mazdoor union and the same is as under:

Subject Maintenance work in CPWD

One of the ten charter of demands of the CPWD Mazdoor Union for which the Union had survived notice on 28.09.1989 for indefinite strike with effect from 16.11.1989 was that the maintenance work be not given to contractors. During the conciliation proceedings held in the office of the CLC(C), Ministry of Labour on 15.11.01989, it was agreed that before awarding maintenance work to the contractors, Chief Engineers/Superintending Engineers will hold discussions in future with the representatives of the CPWD Mazdoor Union in pursuance of the Memorandum of Settlement dated 05.09.1986.

Accordingly, all Chief Engineers/Superintending Engineers should hold discussions in future with the representatives of the CPWD Mazdoor Union before awarding any maintenance work to the contractors, to explore the possibility of getting the maintenance work done through departmental labour.'

46. It is clear from the overall examination of the above letter that maintenance work was not to be given to any contractor in future and before awarding maintenance contract to the contractors, officers of the CPWD, as mentioned in the letter, will hold discussions in future with the representatives of the CPWD Mazdoor Union. In the case in hand, no such discussion ever took place between representatives of the CPWD Union and the management after issuance of Ex.WW2/5 dated 28.12.1989. It is not out of place to mention here that prohibition notification Ex.WW1/1 dated 08.09.1994 is after issuance of the above circular. During the course of arguments, it was fairly conceded on behalf of the management that no consultation/ discussion or meeting was held with the representative of the union after 1989 when Ex.WW2/5 was issued. This also shows that management has not followed the undertaking or promise made to the representatives of the union of the workmen. Evidence on record is also explicit that workmen herein are doing same job which is being performed by the regular employees working directly under CPWD. However, workmen herein are hardly getting minimum wages whereas salary of the regular workmen is almost two fold. In view of the judgement of the Hon'ble Supreme Court in Surender Singh case (supra) which is mentioned in office order Ex.WW2/2, it is clear that equal pay for equal work is to be given to the workmen and the method of calculation has also been mentioned in the said letter.

47. There is another letter dated 11.03.2011 Ex.WW2/4 which deals with the regularization of muster roll workers as one time measure and an overall examination of the letter would show that reference has been made to the case of State of Karnataka vs. Uma Devi and as a one-time measure, there is reference for regularization of such casual workers engaged in various categories of work charge posts. Thus both these letters, Ex.WW2/2 and Ex.WW2/4 fortifies statement of the workmen that they were entitled for equal wage with their counterparts in CPWD and even their regularization as one time measure was also envisaged in the said letters. There is another circular dated 28.12.1999 Ex.WW2/5, wherein there is mention of charter of demands by CPWD Mazdoor Union in which this union has served notice of indefinite strike from 16.01.1989 and in the said demand, there is mention that maintenance work be not given to contractors. It was decided in principle that all the Chief Engineers/Superintending Engineers to hold discussion with the representatives of the CPWD Mazdoor Union before awarding any maintenance work to the contractors and to explore possibility of getting maintenance work done through departmental labour. Thus after the year 1989, officers of the management (CPWD) were required to hold discussion with CPWD Mazdoor Union before award of any contract to contractors for maintenance work at various places. In the case in hand, there is no evidence worth the name to suggest that any such meeting ever took place after the year 1989 between the office bearers of the CPWD Mazdoor Union and officials of the management. Therefore, award of any contract regarding maintenance as well as regarding categories mentioned in the notification Ex,WW2/1 is apparently against the circular Ex.WW2/5.

48. During the course of arguments, learned A/R for the claimant relied upon the provisions of Rule 25(v)(a) of the Contract Labour (Central) Rules 1971, which provides that where workmen employed by the contractor performs same or similar kind of work as the workmen directly employed by the principal employer wage rates, holidays, hours of work and other conditions of service of the workmen of the contractor shall be the same as applicable to the workmen directly employed by the principal employer of the establishment for the same kind of work.

49. Reliance was also placed upon the case of Indian Airlines vs. Central Government Labour Court (1987 (II) LLJ 512) . It was a case where question of equal pay for equal work was considered. In fact management of Indian Airlines has engaged workers for rendering services for sanitary water supply, sewage work etc. Later on, their services were transferred to the contractor, who terminated their services. It was held that remedy to the workmen is either to file reference under Section 10 of the Act or file application under Section 33(C)(2) for equal wages which their regular counter parts are getting. It was further observed that in case of less wages being paid to the contract workmen, principal employer is bound to pay wages and recover the same from the contractor. Resultantly, it is held that workmen herein are entitled for equal pay with their regular counterparts performing similar duties on the similar posts from the date of their appointments.

50. Another residual question in the case in hand is whether the reference petition filed is legally maintainable? It was urged on behalf of the management that in the present case so called union being headed by Shri B.K. Prasad is not registered. No evidence has been led or placed on record to prove its registration. It was also urged that there is also no

valid espousal and the reference suffers for serious infirmity of non-espousal. Therefore, reference made in the present case is not legally maintainable. 5

51. It has come in evidence of Shri B.K. Prasad WW2 that meeting of the union was held on 02.07.2007 as is clear from the original minute book, though the same was not attended by the workmen herein. This clearly shows that in fact meeting has taken place and attendance of the workmen herein was not legally necessary at the said meeting. It is further clear from the record, that Shri B.K. Prasad has filed with the statement of claim certified copy of the espousal/sponsorship dated 05.11.2008, which clearly shows that meeting of Management Committee of CPWD Mazdoor Union was held on 05.011.2008 and has espoused/sponsored the cause of Shri B. Balamurali Krishan and 286 others. There is also photocopy of the registration certificate of the union being represented by Shri B.K. Prasad which shows the serial number of certificate as 2562 and the same is registered under Trade Union Act. There is no evidence on record to suggest that the said union has ceased to exist. Moreover, it is necessary to mention here that under Section 11 (1) of the ID Act, this Tribunal is not required to follow strict procedure of civil procedure code as well as provisions of Evidence Act. Tribunal is at liberty to adopt or follow such procedure as it considers fit. Since these documents, i.e. registration certificate as well as espousal/sponsorship certificate on the face of it appears to be genuine. As such, then can be taken into consideration for the purpose of deciding maintainability of the reference petition. Moreover, no evidence to the contrary has been adduced by the management. In view of the above discussions, contention of the management regarding non-espousal of the dispute by the union and proof of registration etc. is held to be meritless.

52. Question whether the case has been sponsored by workmen or is otherwise not supported by sufficient number of workmen was considered by the Hon'ble Apex Court in Associated Cement Company Ltd. (AIR 1960 SCC 777). It is necessary to mention here that there is no requirement for filing any certificate of registration under the law and if the management was serious regarding this, then any concerned officials from the office of Registrar of Societies could have been summoned so as to prove the factum of non-registration of the above union. Expression 'union' simply indicates the union to which the employee belongs and it can be a union of minority of workmen. Purpose of espousal is that when the workman raising the demand, union in its meeting has passed a resolution in respect of the said demand, which are required to be raised by way of industrial dispute before the ALC. After passing of the resolution, it becomes a dispute of the union and not that of any particular workman or set of workmen.

53. In Associated Cement case (supra) it was held that raising of dispute by majority of the workmen is not a necessary condition in the Act and such dispute can be raised by group of workmen or by a union even though neither of them represent majority of workmen. Thus, minority group of work can thus make a demand and thereby raise an industrial dispute, which in a proper case, would be referred for adjudication under the Act.

54. In the case of JH Jadhav Vs M/s Forbes Gokak Ltd. (2005 (3) SCC 202), almost a similar question came up for consideration before the Apex Court wherein plea was taken by the management that cause of the workmen has not been espoused by the workmen. Similar view, as discussed above, was taken in the above case by observing that it would be open to the union to take up the cause of the workmen if it is sufficiently represented by those workmen.

55. In the case of State of Bihar vs Kripa Shankar Jaiswal (1961 (2) – SCR 1) held that in order to constitute an industrial dispute, it is not a requisite condition that it should be sponsored by recognized union. This, dispute can be referred for adjudication even if it is not sponsored by majority members of the said union. Moreover, legitimate claim of a party cannot be defeated on trivial grounds. Duty of the Tribunal is to heal the wound of the workmen by imparting substantive justice. Yet in the latest judgement, Ultratech Cement Vs Industrial Tribunal (2016 LLR 523), it was observed by the High Court that even if the case is filed directly by workmen before Industrial Tribunal without first filing an application before the Conciliation Officer and waiting for expiry of 45 days as provided under the Act, the same cannot be rejected merely on this ground. Though objection in the said case was taken by the management regarding non-maintainability of reference petition, but non-compliance of provisions of section 2A was not held to be fatal to the case of the workmen. As such, the provision was simply held to be directory or enabling one and not mandatory.

56. As a sequel to afore-mentioned discussions, it is held that the so called contracts between management of CPWD and its contractors with regard to employment of the workmen whose names are mentioned in Column No.2 of Annexure, Ex.WW2/M1 are held to be sham, nominal and bogus. It is further held that demand of CPWD Mazdoor Union for equal pay with their regular counterparts performing similar duties on the similar posts from the date of their employment and regularization of their services by the management of CPWD is legal and justified. Workmen shown to be working through the contractor are entitled to be regularized in accordance with the Regulations/policy of the management applicable in this behalf. While regularizing services of the workmen, management is required to keep in mind their age, qualification and length of service etc. and any policy in this behalf. An award is accordingly passed. It be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

May 24, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ आईडी सं. 159/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.05.2016 को प्राप्त हुआ था।

[सं. एल-42012/85/2013-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID No. 159/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Warehousing Corporation, Chandigarh region and their workmen, which was received by the Central Government on 25.05.2016.

[No. L-42012/85/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 159 of 2013,

Reference no. L-42012/85/2013-IR(DU)

dated 28.01.2014

Sh.Ganga Ram S/o Sh. Nirdhan
Gandhi Nagar,Narwana,
Jind (Haryana) Jind …Workman.

Versus

The Regional Manager, Central Warehousing Corporation,
Chandigarh Region, Bay No. 35-38,Sector-4,
Panchkulla (Haryana)-134112 …Respondent

Appearances :

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate.

AWARD

Passed on: - 03.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/85/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Ganga Ram S/o Sh. Nirdhan, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the

premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/S Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7 Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh
03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1090.—औद्याोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कारपोरेषन चंडीगढ़ रीजन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़ के पंचाट (संदर्भ आईडी सं. 156/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–42012/82/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D No. 156/2013) of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Warehousing Corporation, Chandigarh region and their workman, which was received by the Central Government on 25/05/2016.

[No. L-42012/82/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-I, CHANDIGARH

Case ID No 156 of 2013, Reference No. L-42012/82-2013-IR(DU) dated 28.01.2014

Sh. Ajmer Singh son of Shri Naphe Singh, Village Bailerkha, Tehsil Narwana Jind (Haryana)

…Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38,Sector-4, Panchkulla (Haryana)-134112.

… Respondent

Appearances

For the Workman : None.

For the Management : Shri N. K. Zakhmi Advocate

AWARD

Passed on: - 03-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/82/2013-IR(DU) dated 28.01.2014,the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager,CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Shri Ajmer Singh son of Naphe Singh, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited.

It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1091.—औद्याोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कारपोरेषन चंडीगढ़ रीजन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय–1, चंडीगढ़ के पंचाट (संदर्भ आई डी सं. 190/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–42012/141/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 190/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/141/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case ID No 190 of 2013, Reference No. L-42012/141/2013-IR(DU) dated 18.02.2014

Sh. Parket S/o Sh. Desa Ram, R/o Village & P.O.-Gurthil, Tehsil Narwana, Jind

… Workman

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38,Sector-4, Panchkulla (Haryana)-134112.

… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate

AWARD

Passed on: - 04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/141/2013-IR (DU) dated 18.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26-01-2011 of Sh. Parket S/o Sh. Desa Ram , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food

Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7 Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1092.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 188)** को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/139/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 188/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workmen, which was received by the Central Government on **25/05/2016.**

[No. L-42012/139/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 188 of 2013, Reference no. L-42012/139/2013-IR(DU) dated 18.02.2014

Sh. Kashmira S/o Sh. Dolat Ram, R/o Village Kalta, Tehsil Narwana,Jind

…… Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38,Sector-4,Panchkulla (Haryana)-134112.

Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 04.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/139/2013-IR (DU) dated 18.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f.26-01-2011 of Sh.Kashmira S/o Sh. Dolat Ram, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food

Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1093.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एव श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ I.D No. 169)** को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/95/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 169)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/95/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 169 of 2013, Reference no. L-42012/95/2013-IR(DU) dated 28.01.2014

Sh. Arjan S/O Sh.Kalar Singh R/O Birbal Nagar,Narwana, Jind (Haryana) Jind

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38,Sector-4, Panchkulla (Haryana)-134112.

….. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/95/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Arjan S/O Sh.Kalar Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/S Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1094.—औद्याोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 167/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/93/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 167/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/93/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case ID No 167 of 2013, Reference no. L-42012/93/2013-IR(DU) dated 28.01.2014

Sh. Sanjay Mehto S/O Sh. Baleshwar R/O Gandhi Nagar,Narwana, Jind (Haryana) Jind

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: -04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/93/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Sanjay Mehto S/O Sh. Baleshwar, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the State of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1095.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 166/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/92/2013–आईआर(डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 166/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/92/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 166 of 2013, Reference No. L-42012/92/2013-IR(DU) dated 28.01.2014

Sh.Subhash S/O Sh. Randhari V & PO: Belarkhan, Narwana, Jind (Haryana) Jind

…Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 03.05.2016

Government of India Ministry of Labour vide notification No. L--42012/92/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Subhash S/O Sh. Randhari , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited.

It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1096.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल वेयरहाउसिंग कारपोरेषन चंडीगढ़ रीजन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़ के पंचाट (संदर्भ I.D No. 158/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2016 को प्राप्त हुआ था।

[सं. एल–42012 / 84 / 2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No.** 158/2013**)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Warehousing Corporation, Chandigarh region and their workman, which was received by the Central Government on 25/05/2016.

[No. L-42012/84/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 158 of 2013, Reference No. L-42012/84/2013-IR(DU) dated 28.01.2014

Sh. Ramdaresh son of Shri Kalar Singh, R/o Birbal Nagar, Narwana, Jind (Haryana) Jind

…..Workman

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

….. Respondent

Appearances

For the Workman : None

For the Management : Shri N.K.Zakhmi Advocate

AWARD

Passed on: - 03.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/84/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh. Ramdaresh son of Shri Kalar Singh, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman, the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1097.—औद्याोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ I.D No. 163/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/89/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 163)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/89/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 163 of 2013, Reference No. L-42012/89/2013-IR(DU) dated 28.01.2014

Sh. Koka S/O Sh. Rai Singh VPO – Litani. Teh – Barwala, Hisar (Haryana)

….Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

……. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: -03.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/89/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Koka S/o Sh. Rai Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/S Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1098.—औद्याोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ I.D No. 279/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/173/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 279/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workmen, which was received by the Central Government on **25/05/2016.**

[No. L-42012/173/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 279 of 2013, Reference No. L-42012/173/2013-IR(DU) dated 26.02.2014

Shri Dhyan Chand S/O Sh. Kulwant, Village & P.O.Surja Khera, Teh-Narwana, Jind.

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/173/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh. Dhyan Chand S/O Sh. Kulwant , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s. 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity, workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1099.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 278/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/172/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1099.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D No. 278/2013) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Warehousing Corporation, Chandigarh region and their workman, which was received by the Central Government on 25/05/2016.

[No. L-42012/172/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 278 of 2013, Reference No. L-42012/172/2013-IR(DU) dated 26.02.2014

Shri Satbir S/o Shri Gyasu Ram, Vill & P.O. Balerkha, Teh-Narwana, Jind.

….. Workman

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…. Respondent

Appearances

For the Workman : None

For the Management : Shri N.K. Zakhmi Advocate

AWARD

Passed on: -05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/172/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh. Satbir S/o Sh. Gyasu Ram , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s. 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity, workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 276/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/169/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D No. 276/2013) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Warehousing Corporation, Chandigarh region and their workman, which was received by the Central Government on 25/05/2016.

[No. L-42012/169/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case ID No 276 of 2013, Reference No. L-42012/169/2013-IR(DU) dated 26.02.2014

Sh. Rohtas S/o Sh. Nafe Singh, Village & P.O. Dablan, Teh-Narwana,Distt.-Jind, Haryana, Jind.

… Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

… Respondent

Appearances

For the Workman : None

For the Management : Shri N.K. Zakhmi Advocate

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/169/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh.Rohtas S/o. Sh. Nafe Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the State of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/S 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/S Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/S Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. I.D No. 275/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/168/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 275/2013)** of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/168/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case ID No 275 of 2013, Reference No. L-42012/168/2013-IR(DU) dated 26.02.2014

Sh.Ram Niwas S/o Sh. Nafe Singh, Village & P.O. Dablan, Teh-Narwana, Distt.-Jind, Haryana, Jind.

… Workman

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/168/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh.Ram Niwas S/O Sh. Nafe Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited.

It is further submitted by the workman that the State of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1102.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 274/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/167/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 274/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/167/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. ID No 274 of 2013, Reference No. L-42012/167/2013-IR(DU) dated 26.02.2014

Ajay son of Shri Satbir,c/o Sh.Sanu S/o Sh. Hari Singh, Village & P.O. Data Singhwala, Jind.

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

….. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate.

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/167/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh.Ajay S/O Sh. Satbir, workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited.

It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1103.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ सं. 200/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/170/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 200/2013)** of the Central Government Industrial Tribunal Cum Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/170/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 200 of 2013, Reference No. L-42012/170/2013-IR(DU) dated 26.02.2014

Sh.Harkesh S/o Sh. Katab Singh, Village & P.O. Latani, Tehsil Uklana, Distt. Hisar, Haryana

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate.

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/170/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh.Harkesh S/o Sh. Katab Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited.

It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. After filing of the reply by the management, the workman was provided sufficient opportunity for evidence. But the workman did not file any affidavit nor placed any documents on the record in support of his claim statement. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 19 का 2013**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012 / 166 / 2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 199 of 2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/166/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 199 of 2013, Reference no. L-42012/166/2013-IR(DU) dated 26.02.2014

Sh. Kali Ram S/o. Sh. Rayat Ram, R/o. Village & P.O. Karam Ghar, Tehsil Narwana, Haryana, Jind

….Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

….. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate.

AWARD

Passed on: - 05-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/166/2013-IR (DU) dated 26.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh. Kali Ram S/o Sh. Rayat Ram , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the

said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

05.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ I.D No. 157/2013**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/83/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 157/2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/83/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 157 of 2013, Reference No. L-42012/83/2013-IR(DU) dated 28.01.2014

Sh. Hari Kant son of Shri Bansi Mehto, Gandhi Nagar, Narwana, Jind (Haryana)

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi, Advocate

AWARD

Passed on: - 03.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/83/2013-IR(DU) dated 28.01.2014,the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager,CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh. Hari Kant son of Shri Bansi Mehto , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 164/2013**) को प्रकाशित करती है, जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/90/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 164/2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/90/2013-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case No. ID No 164 of 2013, Reference no. L-42012/90/2013-IR(DU) dated 28.01.2014

Sh.Sheela S/o Sh. Rattan Singh VPO – Dhakal, Narwana, Jind (Haryana) Jind

…….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi, Advocate

AWARD

Passed on : - 03.05.2016

Government of India Ministry of Labour vide notification No**.** L--42012/90/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Sheela S/o Sh. Rattan Singh , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman, the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

03.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 170/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/96/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 170/2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/96/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case ID No 170 of 2013, Reference No. L-42012/96/2013-IR(DU) dated 28.01.2014

Sh. Mahavir Singh S/o Sh.Dolat Ram, Hari Nagar, Ward No.21,Narwana, Jind (Haryana) Jind

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

….. Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: - 04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/96/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Mahavir Singh S/O Sh.Dolat Ram , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ आईडी सं. 172/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/98/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 172/2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/98/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case ID No 172 of 2013, Reference no. L-42012/98/2013-IR(DU) dated 28.01.2014

Sh.Raju S/O Sh.Suraj, R/o Gandhi Nagar, Narwana,Jind (Haryana) Jind

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K.Zakhmi Advocate.

AWARD

Passed on: -04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/98/2013-IR (DU) dated 28.01.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services w.e.f. 26.01.2011 of Sh.Raju S/O Sh.Suraj , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity, workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 26 मई, 2016

का.आ. 1109.—औद्याोगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार **सेंट्रल वेयरहाउसिंग कारपोरेशन चंडीगढ़ रीजन** के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में **केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय–1, चंडीगढ़** के पंचाट **(संदर्भ I.D No. 184/2013**) को प्रकाशित करती है जो केन्द्रीय सरकार को **25/05/2016** को प्राप्त हुआ था।

[सं. एल–42012/127/2013–आईआर(डीयू)]

पी.के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th May, 2016

S.O. 1109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award **(Ref. I.D No. 184/2013)** of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the **Central Warehousing Corporation, Chandigarh region** and their workman, which was received by the Central Government on **25/05/2016.**

[No. L-42012/127/2013-IR (DU)]

P. K.VENUGOPAL, Desk Officer

ANNEXURE

BEFORE SHRI SURENDRA PRAKASH SINGH, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Case ID No 184 of 2013, Reference No. L-42012/127/2013-IR(DU) dated 17.02.2014

Sh.Rajesh S/o Sh. Banwari Lal R/o Mirdha Colony, Narwana,Jind (Haryana) Jind

….. Workman.

Versus

The Regional Manager, Central Warehousing Corporation, Chandigarh Region, Bay No. 35-38, Sector-4, Panchkulla (Haryana)-134112.

…… Respondent

Appearances

For the Workman : None.

For the Management : Shri N.K. Zakhmi Advocate.

AWARD

Passed on: - 04-05-2016

Government of India Ministry of Labour vide notification No**.** L--42012/127/2013-IR (DU) dated 17.02.2014, the Central Govt. has referred the following dispute to this Tribunal for adjudication:

> "Whether the action of the management of the Regional Manager, CWC, Panchkulla in terminating the services of Sh.Rajesh S/O Sh. Banwari Lal , workman of Narwana Depot is just and legal? If not, to what relief the workman is entitled to?"

2. Brief facts of the case according to the workman are that he was working as handling labour and was performing the duties for loading/unloading the food grains for the Food Corporation of India storage thereof made by the Central Warehousing Corporation. The management used to engage contractor by calling tender with certain terms and conditions from the contractors and many complaints by the workman for not granting wages as per Minimum Wages Act and other amenities against the contractor but management never taken any action against the labour contractor. The inspection report clearly shows that contractor committed grave irregularities with the workman as no attendance register was found at the spot, no notice was found with regard to the bases the workman, no representative of the principal employer was found nominated and no annual return submitted to the authorised officer meaning thereby the grave violation of Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971. When the workman agitated against the above violation, he was denied entry into the premises of the management on 26-1-2011 which amounts to illegal termination without notice in violation of section 25-F of ID Act 1947. It is further submitted by the workman that there is departmentalize labour in agencies like Food Corporation of India but in the management of the Central Warehousing Corporation, the workmen have been exploited. It is further submitted by the workman that the state of Haryana and Punjab having its godowns and certain depots have

been put under the definition of prohibited areas for the Contract labour by the respective corporations are violating the said prohibition by allowing the labour work done through contract labour. It is further submitted by the workman that during the duty there was a police case and kalandra U/s 107/151 Cr.PC was prepared and accused persons were restrained entry in the premises and workman not allowing performing duties at the depot of the management who is very much employee of the respondent corporation. It is also submitted that as per the policy of the Haryana Govt., the principal employer is responsible for the compliance of the labour laws. It is also submitted that contractors are violating the agreement as well as the circular regarding departmentalization of the workers and the termination of the workman without giving any specific reason, notice, despite the fact that he was working for more than 10 years is unjust, arbitrary, discriminatory and violative of provision of Section 2A and Section 25F of the ID Act 1947. It is prayed by the workman that he may be reinstated in service with continuity of service, full back wages and the management may be directed to pay wages to the workman as per minimum Wages Act along with all other attendant benefits.

3. The management filed written statement, Preliminary objection has been taken by the management that the workman was not in the employment of the management, therefore, there was indeed no privity of contract between the workman and the management as the workman was engaged by the contractor M/s. Sahib Transport Co. Who was providing loading, unloading and handling of food grains bags of FCI during the period from 4/2010 to 2/2011 and as such the petitioner is not a workman within the meaning of clause(s) of Section 2 of the I.D.Act 1947 as he was not engaged by the management of CWC. It is further submitted by the management that since the work of loading, unloading and transportation of stocks of food grains is not a regular nature but seasonal and intermittent, so the management does not recruit its own employees. It enter into an agreement with third party for providing the above services to the management and the workman who was performing the duties of loading, unloading and handling the food grains was deputed by the above agency. The entire payment for the work done was made to the contractor at the mutually agreed rates and contractor thereafter paid the same to his workers. No appointment letter or termination letter was ever issued by the management to the workman and there is no relationship of master and servant between the workman and the management. The management also had no administrative, economic and disciplinary control over the workman, therefore, the present reference deserves to be dismissed being without jurisdiction and not maintainable. It is further submitted by the management that as admitted by the workman , the workman was engaged for the work of casual nature by the contractor and also paid by the contractor and there exists no relationship of employer and employee between the workman and the management. On merits also denied the averments made by the workman in his claim statement and it is prayed by the management that claim of the workman may be dismissed with cost in the interest of justice, equity and fair play.

4. In evidence, the workman filed his affidavit along with documents in support of his claim statement. Despite sufficient opportunity workman failed to enter in the witness box for the acid test of cross-examination by the management. Vide order of this Tribunal dated 12.4.2016 as the workman did not appear for cross-examination, his evidence was closed and the affidavit filed by the workman ordered to be not to be read in evidence. In support of the written statement so filed by the management, the management filed the affidavit of one Shri Movie Krishan, Regional Manager of the Central Warehousing Corporation almost on the same line as that of the written statement. As none appeared for the workman to cross-examine the witness of the management, the affidavit of the witness of the management, has been taken on record and case was adjourned for arguments. As the case was fixed for arguments, none again appeared for the workman to argue the case.

5. I have heard the learned counsel for the management and gone through the pleadings of the parties as available on the record.

6. From the pleadings of the parties, it is clear that the workman was working with the contractor M/s. Sahib Transport Co, Kurukshetra who was given the contract by the management for loading, unloading and transportation of the food grains. The workman was never employed/ engaged by the management of Central Warehousing Corporation. The workman has not produced any documents to show that he was ever engaged by the management. The workman also failed to produce any appointment letter and termination letter issued by the management. As admitted by the workman he was working with the contractor, therefore, there exist no relationship of employer employee between management and the workman and it is held that services of the workman were never terminated by the management of Central Warehousing Corporation as there was no privity of contract between the workman and management of Central Warehousing Corporation.

7. Thus taking into consideration the facts and circumstances, as the workman was not the employee of the management of Central Warehousing Corporation, therefore, there is no question of termination of the services of the workman w.e.f. 26-01-2011 by the management of Central Warehousing Corporation and the workman is not entitled to any relief from the respondent/management.

8. Reference is disposed off accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.

04.05.2016

S. P. SINGH, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1110.— औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार ओ एन जी सी लि. के प्रबंधतंत्र के सबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 143/2004) आई टी सी (16/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–30012/18/98–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1110—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.143/2004) ITC (16/1999) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of ONGC Ltd. and their workmen, received by the Central Government on 27/05/2016.

[No. L-30012/18/98-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 16th March, 2016

Reference: (CGITA) No. 143/2004
Reference (ITC) No. 16/1999

1. The Group General Manager (P) ,
ONGC Ltd., Palavasna,
Mehsana-384002 ….First Party

Vs.

Their Workman,
Through the Secretary,
ONGC Employees Union,
8, Samarpan Shopping Complex,
Highway Road,
Mehsana-384002 ….Second Party

For the First Party : Shri K.V. Gadhia, Advocate
For the Second Party : C/o. ONGC Employees Union

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-30012/18/98-IR(B-I) dated 21.12.1998 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

Whether the termination of the services of H.B. Bhangi on 01.12.1992 by management of ONGC Mehsana are legal and justified? If not, to what relief?"

2. This reference dates back to 21.12.1998.Second party filed statement of claim (Ext.6) on 27.04.1999 and first party filed the written statement (Ext.7) on 15.12.1999. Despite giving dozens of opportunities second party has not prefer to lead evidence. Thus, it appears that second party is not willing to proceed with the reference as they have been absent since last several dates. Thus, Tribunal has no option but to dismiss the reference in default of the second party.

This reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1111.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 99/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था1

[सं. एल–41011/77/2011–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.99/2011) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/77/2011-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 11th March, 2016

Reference: (CGITA) No. 99/2011

1. The Divisional Railway Manager,
   Western Railway,
   Bhavnagar Para,
   Bhavnagar (Gujarat)
2. Sr. Divisional Engineer (Hq.)
   Western Railway,
   Bhavnagar Para,
   Bhavnagar (Gujarat) .....First Party

Vs.

Their Workman,
Through the President,
Paschim Railway Karmachari Parishad,
28/B, Narayan Park
Behind Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat) ...Second Party

For the First Party : Shri H.B. Shah, Advocate
For the Second Party : C/o. P.R.K.P.

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-41011/77/2011-IR(B-I) dated 18.12.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of Paschim Railway Karmachari Parishad for promotion of Shri Ghanshyam Singh H. in Motor Vehicle Grade-III, is legal and justified? To what relief the workmen/union is entitled?"

2. This reference dates back to 18.12.2011.Notice was served on the Present Paschim Railway Karmachari Parishad on 09.04.2012. First party field vakalatnama (Ext.5) of his advocate of Shri H.B. Shah on 20.04.2011. But second party P.R.K.P. did not field the statement of claim and has also been absent since then. Thus, it appears that second party is not willing to proceed with the reference as they have been absent since last several dates. Thus Tribunal has no option but to dismiss the reference in default of the second party.

This reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1112.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 85/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 प्राप्त हुआ था।

[सं. एल–41012/17/2007–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 85/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41012/17/2007-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present….
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 16th March, 2016

Reference: (CGITA) No. 85/2007

1. The Divisional Railway Manager,
   Western Railway,
   Kalupur,
   Ahmedabad (Gujarat)
2. The Assistant Divisional Mechanical Engineer,
   Western Railway,
   Diesel Shed,
   Ahmedabad (Gujarat) ….First Party

Vs.

Their Workman,
Through the General Secretary,
Paschim Railway Karmachari Parishad,
E-209, Sarvottam Nagar,
Sabarmati,
Ahmedabad (Gujarat) ….Second Party

For the First Party : Shri M.M. Makhija, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/17/2007-IR(B-I) dated 20.8.2007 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the union of Shri Premjit Singh, Diesel Mechanic Grade-II for the post of Diesel Mechanic Grade-I is legal, proper and justified? If so, to what relief the concerned workman Shri Premjit Singh is entitled to?"

3. This reference dates back to 20.08.2007.Both the parties are served. First party filed his vakalatpatra (Ext.6) on 02.09.2008 and (Ext. 8) on 02.12.2015. But the second party has not been present since long time and has not filed the statement of claim.Thus, it appears that second party is not willing to proceed with the reference as they have been absent since last several dates. Thus Tribunal has no option but to dismiss the reference in default of the second party.

This reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1113.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 8/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41012/66/2005–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 8/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41012/66/2005-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present….
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 8/2006

3. The Divisional Railway Manager,
Western Railway,
Pratap Nagar,
Baroda ….First Party

Vs.

Their Workman,
Through the Divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi,
Vadodara-390001 ….Second Party

For the First Party : Sh. H.B. Shah, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-41012/66/2005-IR(B-I) dated 10.01.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of western railway, Vadodara in not giving promotion as a result of restructuring of Cadre for the post of MCF/SPA to Shri Manilal Shankar w.e.f. 1.3.1993 is legal, proper and just? If not, to what relief the concerned workman is entitled to?"

2. This reference dates back to 10.01.2006. Second party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 1033/2004) आई टी सी (51/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41012/159/95–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 1033/2004) ITC (51/1996) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41012/159/95-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 4th March,2016

Reference: (CGITA) No. 1033/2004
Reference: (ITC) No. 51/1996

1. Divisional Railway Manager,
Western Railway,
Bhavnagar Division,
Bhavnagar Para ...First party
Vs.

Sh. BabuMuljiGohil,
C/s hri G.A. Vaghela,
Near Verad Gate,
PO Bhanvad 360510
Dist.: Jamnagar …Second Party

For the First Party : Sh. Nilam B. Shah, Advocate
For the Second Party :

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-41012/159/95-IR(B-I) dated 03.12.1995 referred the dispute for adjudication to the Industrial Tribunal, Rajkot(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the DRM, Western Railway, Bhavnagar Div and through his officers in terminating the services of Shri BabuMuljiGohil, Unskilled Labour, under PWI, Kukawav, Amreli w.e.f. 7/90 is legal and justified? If not, to what benefits the workman is entitled?"

2. This reference dates back to 03.12.1995. Second party submitted statement of claim (Ext. 2) on 27.01.1997 and first party filed the written statement (Ext.6) on 16.06.1998. Since then second party has been given dozen of opportunity to lead evidence but he did not prefer to lead his evidence. He has also been absent since then.Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1115.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 56/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/38/2004–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2010) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/38/2004-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 4th March,2016

Reference: (CGITA) No. 56/2010

1. The Divisional Railway Manager,
   Western Railway,
   Ahmedabad (Gujarat)
2. The Divisional Railway Manager,
   Western Railway,
   Churchgate,
   Mumbai ….First Party

Vs.

Their Workmen
Through the general secretary,
Western Railway Employees Union,
Railway Station Building, 1st Floor,
Opp. Railway Restaurant,
Ahmedabad(Gujarat) ….Second Party

For the First Party : Shri Vilas G. Goswami, Advocate
For the Second Party : C/o. Western Railway Employees Union,

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-41011/38/2004-IR(B-I) dated 12.07.2010 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management if Western Railway , Mumbai & others in not fixing proper seniority and thus giving consequential benefits to Shri V. Sukumaran, is proper and justified? If not, what relief the union/workman concerned is entitled to?"

2. This reference dates back to 12.07.2010. Both the parties were served. First party filed vakalatnama of his advocate Shri Vilas G. Goswami on 8.10.2010 but second party did not respond and has also not filed the statement of claim. Second party has also been absent since then. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1116.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पंचमहल वडोदरा ग्रामीन बैंक के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 717/2004) आई टी सी (33/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–12012/196/2000–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 717/2004) ITC (33/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Panchmahal Vadodara Gramin Bank and their workmen, received by the Central Government on 27/05/2016.

[No. L-12012/196/2000-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 2nd March, 2016

Reference: (CGITA) No. 717/2004
Reference: (ITC) No. 33/2000

1. The Chairman,
Panchmahal Vadodara Gramin Bank,

'Kalindi'Mahavir Jain Society,
U/P Mission Church,
P.O. Godhra (Gujarat)-389001 ….First Party

Vs.

Their workman
Shri GanpatsinghSomsinghVankar,
C/o. Shri Jitendra Ved,
Sinduri Mata Devasthan,
S.T. Nagar,
P.O. Godhra-389001 ….Second Party

For the First Party :
For the Second Party : C/o. Shri Jitendra Ved

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-12012/196/2000-IR(B-I) dated 26.09.2000 referred the dispute for adjudication to the Industrial Tribunal, Baroda(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Panchmahal Vadodara Gramin Bank, Godhra is justified in terminating the services of Shri GanpatsinghSomsinghVankar w.e.f. 10-11-98? If not, what relief the workman is entitled to?"

2. This reference dates back to 26.09.2000.Second party submitted statement of claim (Ext.4) on 1.11.2000. First party filed written statement (Ext.9) on 10.09.2001 since then second party has not been leading evidence and has also been absent. Thus it appears that second party has no inclination or willingness to proceed with the reference. Thus, the Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1117.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 96/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/29/2012–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 96/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/29/2012-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 96/2012

1. The Divisional Railway Manager,
Western Railway,
Pratap Nagar,
Baroda .....First Party

Vs.

Their Workman,
Through the President,
Paschim Railway Karmachari Parishad,
B/28, Narayan Park,
Behind Chandkheda Station,
Sabarmati,
Ahmedabad .....Second Party

For the First Party :
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-41011/29/2012-IR(B-I) dated 21.05.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the Union, Paschim Railway Karmachari Parishad for regularizing Shri Rajesh K. Parmar, Helper-Khalasi in group-C instead of Group-D by the Management of Western Railway, Baroda and paying him salary of Group-C, is legal and justified? To what relief the workman/Union is entitled?"

2. This reference dates back to 21.05.2012. Second party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1118.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 4/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–12012/230/2004–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 4/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of Saurastra and their workmen, received by the Central Government on 27/05/2016.

[No. L-12012/230/2004-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present….
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 1st February, 2016

Reference: (CGITA) No. 4/2005

1. The Regional Manager,
State Bank of Saurastra,
NeelamBaug,
H.O.,
Bhavnagar (Gujarat) …….First Party

Vs.
Their Workman
Sh. D.U. Gohil,
Through the General Secretary,
Kathiyawad Karmachari Sangh,
Vadva, Old Garasiyavad,
Beside BhavsarWadidni,
Bhavnagar (Gujarat) …….Second Party

For the First Party: Sh. Bhargav Joshi, Advocate
For the Second Party: Sh. Ajit S. Vora, Advocate

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-12012/230/2004-IR(B-I) dated 29.12.2004 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of State Bank of Saurastra in terminating Shri D.U. Gohil from the post of Peon from their Rajula Branch is legal and justified? If not, what relief the workman is entitled for?"

2. This reference dates back to 29.12.2004.Both the parties were served. Sh. S.N. Mishra filed the Vakalatnama (Ext.5) on behalf of the first party thereafter advocate Sh. Bhargav Joshi filed the Vakalatnama on behalf of the first party. But second party does not filed the statement of claim despite giving a number of opportunities. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1119.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 110/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/47/2004–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/47/2004-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present….
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 110/2006

1. The General Manager,
   Western Railway, Church gate,
   Mumbai-
2. Divisional Railway Manager,,
   Western Railway,
   Pratapnagar,
   Baroda-390004 …First Party

Vs.

Their Workman,
Through the divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole,
Kothi, Baroda …Second Party

For the First Party : Shri H.B. Shah, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/47/2004-IR(B-I) dated 26.08.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the union Paschim Railway Karmachari Parishad, Baroda for fixation of pay to S/Shri C.L. Oathariya, C.B. Singh Awdhrsh Kumar and Jitendra T., who are promoted as Passenger Driver from Senior Goods Driver ide letter No. E/1/839/5/21 Vol. 5 dated 10.12.2002 is legal, proper and justified? If so, to what relief the concerned workmen are entitled to and from which date and what other directions are necessary in the matter?"

3. This reference dates back to 26.08.2005. Second Party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1120.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 118/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/33/2012–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 118/2012) of the Cent. Govt. Indus.Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/33/2012-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 118/2012

1. The Divisional Railway Manager,
   Western Railway,
   Pratap Nagar,
   Baroda,
2. The Divisional Railway Manager,
   Western Railway,
   Near Chamunda Bridge,
   Asarva,
   Ahmedabad (Gujarat) …First Party

Vs.

Their Workman,
Through the Assistant General Secretry,
Paschim Railway Karmachari Parishad,
B/28, Narayn Park,
Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat) …Second Party

For the First Party :
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/33/2012-IR(B-I) dated 17.08.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the Union, Paschim Railway Karmachari Parishad for promotion of Shri Kanubhai as J.E. , Gr. II at upper with his junior Shri Holivar P. is legal and justified? To what relief Shri Kanubhai is entitled?"

3. This reference dates back to 17.08.2012. Second Party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 124/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/34/2013–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1121.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 124/2013) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/34/2013-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:.
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 124/2013

1. The Dy. Chief Engineer (Construction)-II-BOT,
Western Railway,
Kalupur,
Ahmedabad (Gujarat) …First Party

Vs.

Their Workman,
Through the President,
Paschim Railway Karmachari Parishad,
B/28, Narayan Park,
Behind Chandkheda Station,
Sabarmati,
Ahmedabad …Second Party

For the First Party : Shri Rajesh Singh Thakur, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/34/2013-IR(B-I) dated 08.07.2013 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the demand of the Divisional Secretary, Paschim Railway Karmachari Parishad, Ahmedabad against the Dy. Chief Engineer (Construction)-II, BOT, W.R. Ahmedabad to change of category of Shri Budhaji M. from Gangman to khalasi from the date of appointment is legal, fair and justified? If so, then what relief the above workman is entitled to?"

4. This reference dates back to 08.07.2013. Second Party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1122.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 150/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41012/176/2005–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1122.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41012/176/2005-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present:
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 150/2006

1. The Divisional Railway Manager,
Western Railway,
Pratapnagar,
Baroda, (Gujarat) …First Party

Vs.

Their Workman,
Through the Divisional Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi,
Vadodara-390001 …Second Party

For the First Party : Shri H. B. Shah, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/176/2005-IR(B-I) dated 19.07.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of Western Railway through Divisional Railway Manager, Baroda in not giving the age relaxation to the SC/ST candidates for the promotion to the post of Junior Engineer, Grade-II in the pay scale of 5000-8000 from Limited Departmental competitive Examination quota is legal, proper and just? If not, to what relief the affected candidate are entitled?"

2. This reference dates back to 19.07.2006. Second Party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1123.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14 की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 150/2010) आई टी सी (10/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/72/2008–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 150/2010) ITC (10/2009) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/72/2008-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 18th March, 2016

Reference: (CGITA) No. 150/2010
Reference: (I.T.C.) No. 10/2009

4. The Divisional Railway Manager,
   Western Railway,
   Pratap Nagar,
   Baroda
5. The Sr. Divisional Electrical Engineer (power),
   Western Railway,
   Pratap Nagar,
   Baroda …First Party

Vs.

Their Workman,
Through the Divisional Railway Secretary,
Paschim Railway Karmachari Parishad,
Shastri Pole,
Nr. Kothi,
Baroda-390001 …Second Party

For the First Party : Shri K.J. Parikh, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/72/2008-IR(B-I) dated 18.06.2009 referred the dispute for adjudication to the Industrial Tribunal, Baroda(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of divisional railway manager, Western Railway, Baroda in not giving the seniority to shri Mayur B. Kahar w.e.f. 31.8.1993, is legal, proper and justified? If not, to what relief the concerned workman is entitled?"

5. This reference dates back to 18.06.2009. Second Party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 122/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–41011/47/2012–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2012) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 27/05/2016.

[No. L-41011/47/2012-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 29th March, 2016

Reference: (CGITA) No. 122/2012

1. The General Manager,
Western Railway,
Churchgate,
Mumbai-400020 ….First Party

Vs.

Their Workman,
Through the President,
Paschim Railway Karmachari Parishad,
B/28, Narayan Park,
Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad-382472 ….Second Party

For the First Party : Shri M.N. Pandit, Advocate
For the Second Party : C/o. P.R.K.P

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/47/2012-IR(B-I) dated 29.08.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the allegation of the Union, Paschim Railway Karmachari Parishad, Ahmedabad that the management has committed irregularities in making promotion to the post of JE-II(TMC) under Randers Quota and IA Quota vide their orders dated 18(22) /03/2011 and 07/07/2011 respectively, is legal and justified? Whether the demand of the Union quashing the promotion order is legal and justified? And whether the demand of the Union for considering Shri Ashok Sharma and Shri Anil Kumar Dubey as deemed successful for their promotion to the post of JE_II (TMC), is legal and justified?"

2. This reference dates back to 29.08.2012. Second party Union representative R.S. Sisodia has note down on the order sheet of the reference that second party does not want to peruse the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 310/2004) आई टी सी (71/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–12012/442/99–आई आर (बी–1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 27th May, 2016

S.O. 1125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 310/2004) ITC No. (71/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 27/05/2016.

[No. L-12012/442/99-IR (B-1)]

RANBIR SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :
Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 14th March, 2016

Reference: (CGITA) No. 310/2004
Reference: (ITC) No. 71/2000

2. The Assistant General Manager,
State Bank of India,
Zonal Office, Region-II,
C.N. Vidyalaya Complex, Ambawadi, (Guj.),
Ahmedabad (Gujarat)-380015
3. The personnel Officer ,
State Bank of India,
Zonal office,
Region-II, C.N. Vidhyalaya Complex,
Ambawadi, (Guj.),
Ahmedabad (Gujarat)-380015 ….First Party

Vs.

Their Workman
Sh. Ashish Babulal Shah,
3467, Chhabila Odhva Ni Khadki,
ShahpurDarwajanoKhancho,
Shapur,
Ahmedabad (Gujarat)-380001 ….Second Party

For the First Party: Sh. Bhargav Joshi, Advocate
For the Second Party: Sh. N.U. Bhatt, Advocate

AWARD

The Government of India/Ministry of Labour ,New Delhi by reference adjudication Order No. L-12012/442/99-IR(B-I) dated 13.03.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

"Whether the action of the management of State Bank of India in terminating Shri Babulal Shah w.e.f. 1-12-1998 without observing the provisions of section 25 F,G, & H of the Industrial Dispute Act, 1947 is legal and justified? If not, what relief the concerned workman is entitled?"

2. This reference dates back to 13.03.2000.The second party submitted statement of claim (Ext. 7) 22.08.2000 and first party submitted written statement (Ext.10) on 21.03.2001. Since then second party has not been leading evidence and has also been absent since then. Learned Counsel for the first party today has also pointed out that second party moved an application for production of documents(Ext.12) on 20.08.2001. Learned Tribunal on 24.06.2002 directed first party to submit the documents as demanded but documents are not available, therefore, same could not be produced. Even then second party did not turned up to lead evidence. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैवी एलाय पेनेट्रेटर प्रोजेक्ट मिनिस्ट्री ऑफ डिफेन्स के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 13/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27/05/2016 को प्राप्त हुआ था।

[सं. एल–42011/133/2014–आई आर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 27th May, 2016

S.O. 1126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D No. 13/2015) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Chennai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of the Heavy Alloy Penetrator Project, Ministry of Defence and their workmen, received by the Central Government on 27/05/2016.

[No. L-42011/133/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL

TRIBUNAL- CUM - LABOUR COURT, CHENNAI

Monday, the 27th April, 2016

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 13/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Heavy Alloys Penetrator Project Trichy and their workman)

BETWEEN

The General Secretary : 1st Party/Petitioner Union
HAPP Contract Thozhilalar Sangam
1/594, Pallivasal Street, Poolangudi Colony
HAPP Post
Trichy-620025

AND

1. The General Manager : 2nd Party/1st Respondent
   Heavy Alloy Penetrator Project
   Ministry of Devence, Trichirappalli
   Tamilnadu-620025
2. Sri Palanivel (Contractor) : 2nd Party/2nd Respondent
   M/s. Vannam Contractor
   H-91, Anna Nagar
   Trichy-620025

3. Sri S. Ramachandran (Contractor) : 2nd Party/3rd Respondent
   M/s. Sree Security Services, Pudukottai Main Road
   Anna Nagar, Mathur Post, Pudukottai District
   Tamilnadu-622001

Appearance:

For the 1st Party/Petitioner Union : Sri D. Muthukumar, Advocate
For the 2nd Party/1st Respondent : Sri A. Ashok Kumar, Advocate
For the 2nd Party/2nd Respondent : Set Ex-parte
For the 2nd Party/3rd Respondent : Set Ex-parte

AWAR D

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/133/2014-IR (DU) dated 19.01.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demand of the union seeking higher wages to the contract labourers working in the establishment of HAPP is legal and justified? If so, to what relief the concerned workmen are entitled to?"

2. On receipt of Industrial Dispute this Tribunal has numbered it is ID 13/2015 and issued notices to both sides. Only the petitioner and R1 had entered appearance. R2 and R3 have remained absent and were set ex-parte.

3. The averments in the Claim Statement filed by the petitioner are as below :

The petitioner is a registered Trade Union affiliated to CITU. The Union has 110 members and all of them are working under the First Respondent establishment as contract labourers. The petitioner is espousing the cause of its members. The members of the Petitioner Union are doing sweeping, cleaning, dispatch work, cooking in the canteen, cleaning garbage in the township, working in the garden, working as cooks for Officers, etc. The First Respondent is

now paying Rs. 276/- per day as wages to a contract worker. The NLC Management is paying Rs. 480/- per day to the contract workers who are doing similar work. Kamarajar Port Limited is paying HRA @ 30% of basic wages and other allowances, and bonus at the rate of 8.33% of basic pay. The First Respondent is not paying HRA and basic allowances. When similarly situated government organizations are paying fair wages to the contract workers the First Respondent which is also a government organization is not paying fair wages to the contract workers. When the other Public Sectors and other government organizations are paying more wages than minimum wages to the contract workers who are doing similar work as that of members of the petitioner union the members of the petitioner union are also entitled to get wages at par with the wages of the workers of Public Sector and government organizations. An order may be passed directing the First Respondent to pay at the rate of Rs. 480/- per day as wages to each of the members of the Petitioner Union.

4. The First Respondent has filed Counter Statement contending as below :

The First Respondent is a defence production unit under the Ministry of Defence. The main work of the factory is production of arms and ammunitions. Sundry works such as sweeping, cleaning, etc are carried out through various contracts. Contractors are having their own labourers for execution of the work. The members of the Petitioner Union are the labourers engaged by various Contractors for execution of the contract of sweeping and cleaning as per the terms and conditions of the supply order. It was as per the Gazette Notification dated 7.8.2008, minimum wage rates was fixed for employees engaged in the scheduled employment of sweeping and cleaning. The members of the Petitioner Union are paid wages at the rate of Rs. 290/- as per the notification of minimum wages fixed by the Ministry of Labour and Employment. The employees engaged in Neyveli Lignite Limited, Kamaraj Port Limited, etc. come under different categories other than that of the members of the Petitioner Union who are employed in the scheduled employment of sweeping and cleaning as per the order of the Ministry. The area in which the First Respondent factory is located is classified as ''B'' area. The members of the Petitioner Union are engaged as unskilled category of workers for scheduled employment of sweeping and cleaning. No employer-employee relationship exists between the First Respondent and members of the Petitioner Union. They are working as engaged by different contractors for execution of the contract of sweeping and cleaning. The petitioner is not entitled to any relief.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext. W1 to Ext. W6 and Ext. M1 to Ext. M7.

6. **The points for consideration are :**

(i) Whether the members of the Petitioner Union are entitled to higher wages on par with the wages of the workers of other Public Undertakings and other governments establishments?

(ii) What, if any, is the relief to which the petitioner is entitled?

The Points

7. The petitioner has raised the dispute on behalf of its 110 members who are working as contract labourers in the First Respondent establishment. The Second and Third Respondents are the Contractors through whom the workers are serving the First Respondent. The grievance of the Petitioner Union is that members of the its Union are paid only at the rate of Rs. 276/- per day as wages while those workers working for the NLC Management, Kamarajar Port Limited, etc. in similar capacity as that of the workers of the Petitioner Union are paid Rs. 480/- per day and also allowances like HRA. The case in the Claim Statement seems to be that the workers of the Petitioner Union are doing the same kind of work that is done by such workers in the NLC, Kamarajar Port Limited, etc. and so they are also eligible to be paid at the rate in those establishments.

8. The First Respondent who is the only respondent who has come forward to contest the matter has stated in the Counter Statement that the members of the Petitioner Union are paid as per the notification of the Ministry of Labour and employment for payment of minimum wages. It is the further contention of the First Respondent that there is no employer-employee relationship between the First Respondent and the members of the Petitioner Union and they are not liable to make any payment to the members of the Petitioner Union.

9. The Secretary of the Petitioner Union has given evidence reiterating the case in the Claim Statement. Apart from other documents, Ext. W3 the copy of the settlement entered into between the NLC and its Contract Workers is also marked through WW1. This document is intended to show that contract workers of the NLC establishment are given more wages than those workers who are members of the Petitioner Union. However, it has come out during cross-examination of WW1 that the working conditions and circumstances of the NLC workers and Kamarajar port workers are not the same as that of the workers of the Petitioner Union. It has been specifically pleaded by the First Respondent in its counter Statement that minimum rate of wages fixed for workers who are working in the mines are different. WW1 has admitted during his cross-examination that as per the Gazette Notification fixing minimum wages, the wages payable for unskilled workers working in ''B'' area is Rs. 290/- per day while those workers working in the NLC and Kamarajar Port are included in the ''A'' area. Ext. M6 is the notification revising the minimum wages of scheduled employment in Central Sphere establishment. The category of workers are given as unskilled, semi-skilled, highly skilled, etc. So also the area of work are classified as ''A'' area, ''B'' area, ''C'' area, etc. Thus it is very much clear that the contract labourers who are working in the NLC and Kamarajar Port age getting higher wages as their work are in areas different

from the area in which the members of the Petitioner Union are working. The conditions of labour, the nature of work done by the members of the Petitioner Union, etc. could not be said to be on par with that of the workers of NLC or of Kamarajar Port Limited. So the petitioner cannot claim wages for its members on par with the contract workers of those establishments on the ground that they are doing the same kind of work. For the above reason the petitioner is not entitled to any relief.

In view of my discussion above the reference is answered against the petitioner. An award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 9th May, 2016)

K.P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner : WW1, Sri C. Vinayagamurthy

For the 2nd Party/Management : MW1, Sri V. Ilancheliyan

Documents Marked :

On the petitioner's side

Ex. No.	Date	Description
Ext. W1	12.08.2013	Demand raised by the Petitioner Union
Ext. W2	09.09.2014	Strike notice issued by the Petitioner Union
Ext. W3	25.11.2014	Copy of the settlement between the NLC and its contract workers
Ext. W4	28.11. 2014	Reply given by the First Respondent Management
Ext. W5	2014	Tender notification of Kamarajar Port Limited
Ext. W6	-	Salary slips of the members of the Petitioner Union

On the Management's side

Ex. No.	Date	Description
Ext. M1	07.08.2008	The Gazette of India, Part-II No. 1128 published Ministry of Labour and Employment Notification S.O. 1994(E) dated 07.08.2008
Ext. M2	28.11.2014	Ministry of Labour and Employment, Office of the Assistant Labour Commissioner (Central), Puducherry letter No. 8/31/2014/PDY dated 28.11.2014
Ext. M3	18.12.2014	Ministry of Labour, New Delhi OM No. L-42011/133/2014 IR(DU)
Ext. M4	19.01.2015	Ministry of Labour, New Delhi Order No. L-42011/133/2014-IR (DU)
Ext. M5	28.01.2015	Central Government Industrial Tribunal-cum-Labour Court, Chennai notice in ID 13/2015
Ext. M6	06.04.2015	Ministry of Labour and Employment, Office of the Dy. Chief Commissioner (Central), Chennai letter No. M. 92(01)/2015-C1
Ext. M7	-	Annexure-A and Terms and conditions to HAPP supply order for service contract

नई दिल्ली, 31 मई, 2016

का.आ. 1127.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाईन्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, न0 2, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/05/2016 को प्राप्त हुआ था ।

[सं. एल–11012/8/2008–आई आर (सी.एम.–1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 31st May, 2016

S.O. 1127.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/08) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Indian Airlines Ltd., and their workmen, received by the Central Government on 31/05/2016.

[No. L-11012/8/2008 - IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II
DELHI

Present: Shri Harbansh Kumar Saxena

ID.No. 24/08
Shri Beer Singh,
S/o Shri Pyare Lal, R/o K-221,
Kalibari Marg,
New Delhi -110001. ... Workman

Versus

The Regional Director,
Indian Airlines Ltd.,
Indian Airlines Complex,
IGI Airport Terminal –I,
New Delhi. … Management

AWARD

The Central Government in the Ministry of Labour Vide Letter No. L-11012/8/2008-IR(CM-I) dated 28.05.2008 referred the following Industrial Dispute to this Tribunal for adjudication :-

"Whether the action of the management of Indian Airlines, Delhi (now NACIL) in dismissing Sh. Beer Singh, Helper (Engg.) from the service w.e.f. 21.07.1988 is justified and legal? ii) To what relief is the concerned workman entitled?

On 2.06.2008 reference was received in this Tribunal. Which was register as I.D No.24/2008 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed proper claim statement on 3.05.2010. Where-in he prayed as follows:-

It is, therefore, most respectfully prayed that this Hon'ble Court may kindly be pleased to set aside the enquiry proceedings and the disproportionate punishment awarded on account of the alleged fabricated ground of unauthorized absence and reinstate the workman in continuity of his service with full back wages and other consequential benefits.

Against claim statement management filed written statement on 30.05.2013. Through which it prayed as follows:-

The prayer clause of the statement of claim is denied in its entirety . It is respectfully prayed that the enquiry conducted by the management should be upheld as fair and proper and the punishment imposed should be held as

proportionate to the misconduct committed by the workman which has been duly provided in the domestic enquiry and accordingly the claim of the workman should be dismissed and the case should be decided in favour of the management.

That the management also seeks liberty to request this Hon'ble Tribunal to provide an opportunity to the management to lead evidence to prove the charges leveled upon the workman in case the enquiry proceedings are vitiated on any account.

Against which workmen filed rejoinder. Through which he reaffirmed the contents of claim statement.

My Ld. Predecessor on 30.05.2013 framed following issues:-

1.Whether the enquiry conducted by the management was just & fair

2.Whether punishment awarded to the claimant commensurate to his misconduct?

3.As in terms of reference.

On the stage of workman evidence. Several opportunities given to workman for workman evidence but workman failed to adduce his evidence. Hence on 14.10.2014 workman evidence has been closed and I fixed 11.11.2014 for management evidence.

Management in support of its case filed affidavit of Management witness on 12.1.2015.

MW1 tendered his affidavit on 21.07.2015. His statement of examination-in-chief is as follows:-

I tender my affidavit which is exht. MW1/A. Which bears my signature at point A and B.

I also rely on documents Exht. MW1/1 to MW1/18.

XXX:- Cross-examination marked nil as none is present on behalf of workman to cross-examine the management witness.

I have heard the arguments of Ld. A/R for the management and perused the pleadings and evidence of management only. Claimant has adduced no evidence.

In the instant case workman/claimant adduced no evidence to prove contents of his claim statement. So pleadings without evidence cannot be relied upon as per settled law of Hon'ble Supreme Court.

Moreover statement of MW1 supports the contents of written statement of management as statement of MW1 is unrebutted in want cross-examination. So it comes within category of reliable and credible evidence.

In these circumstances, this Tribunal has no option except to decide the reference in favour of management and against workman.

Which is accordingly decided. Claim statement is accordingly dismissed.

Award is accordingly passed.

Dated:-29/03/2016 HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 31 मई, 2016

का.आ. 1128.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 41/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/05/2016 को प्राप्त हुआ था ।

[सं. एल–22012/178/2006–आई आर (सी.एम.–2)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 31st May, 2016

S.O. 1128.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2007) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of Satgram Area Workshop of M/s. ECL, and their workmen, received by the Central Government on 31/05/2016.

[No. L-22012/178/2006 - IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

PRESENT: Sri Pramod Kumar Mishra,

Presiding Officer

REFERENCE NO. 41 OF 2007

PARTIES: The management of Satgram Area Workshop of M/s. E.C.L.

Vs.

Sri Bablu Bandopadhyay

REPRESENTATIVES:

For the Management: Sri P. K. Goswami, Ld. Advocate

For the union (Workman): Sri Sayantan Mukherjee, Ld. Advocate

INDUSTRY: COAL STATE : WEST BENGAL

Dated : 18.05.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section(1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its letter **NO. L-22012/178/2006–IR(CM-II)** dated 03.07.2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

" Whether the demand of the Union for not placing Sri Bablu Bandopadhyay in Grade 'B' and his wages etc. accordingly for the period he worked as Foreman (Excavation) & Foreman Incharge (Excavation) is legal and justified? If so, to what relief is the workman entitled? **"**

———

1. Having received the Order **NO. L-22012/178/2006–IR(CM-II)** dated 03.07.2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. **41 of 2007** was registered on 18.07.2007. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. In brief, the workman Sri Bablu Bandopadhyay has stated in his written statement that he was appointed on 03.01.1985 in M/s. Eastern Coalfields Limited being Man Unique Number 813225. He was regularized as E.P. Electrician in Excavation Grade-'D' on 28.08.1988. Later on he was transferred to J. K. Nagar Fire Project (Seetaldasji O.C.P) in September, 1991 in the same grade. The workman was promoted in Grade-'C' on 03.09.1993, but his designation remains unchanged. As sponsored candidate of employer he passed out Diploma in Electrical Engineering in 1st Class. After getting degree of Diploma he was authorized to work as Assistant Foreman in the year 1998-1999 and as Foreman in 1999-2000. In the year 2000 in place of one Sri U.S. Sarkar, designated Forman-in-Charge, he performed the duty of Foreman-in-Charge (Excavation). But he was getting wages of Technical and Supervisory Grade-'C' instead of Technical and Supervisory Grade-'B.' Without taking re-course to the norms and promotion procedures, the workman was selected to the post of Assistant Foreman (T) in Technical and Supervisory Grade 'C' on and from 22.02.2001, the designation of workman was changed. All along the workman has been working as a Foreman-in-Charge (Excavation) since July, 1998 to 23.03.2001. The workman is performing the duty as Foreman-in-charge (E&M) since 2001 till now.

Juniors are getting better pay-scale than the workman. The workman is suffering huge monetary loss as well as promotion. The workman and Union raised various protests against the illegal change of cadre. Dy. C.P.M (P&IR), E.C.L., H.Q. wrote the letter to Dy. C.P.M, Satgram Area of M/s. Eastern Coalfields Limited advising him to consider the promotion of the concerned workman. But the management of M/s. Eastern Coalfields Limited and concerned Officers did not pay any heed. The workman has prayed that Tribunal may kindly direct the employer to place concerned workman Sri Bablu Bandopadhyay in Technical and Supervisory Grade-'B'. He has also prayed that employer may be directed accordingly for awarding all back wages and consequential relief with retrospective effect from the year 2000. The employer may also be directed to pay interest and costs as the Tribunal may deem fit.

3. The General Manager, Satgram Area of M/s. Eastern Coalfields Limited has stated in brief, in his written statement that concerned workman Sri Bablu Banerjee was designated as E. P. Electrician, Grade-II in Excavation, Grade-'C'. As per Scheme for E&M discipline no one can be selected or posted to the post of Foreman (Electrical or Mechanical) unless he is initially selected as Assistant Foreman (Trainee). A notice inviting application from the eligible candidates for the post of Assistant Foreman and Assistant Foreman (Trainee) was served and Mr. Banerjee offered himself as one of the candidates for consideration. DPC selected Mr. Banerjee vide Office Order No. SAT/PER/B-24/2001/1140 dated 21/22.02.2001. Mr. Banerjee assumed charge of Assistant Foreman (Electrical) (Trainee) at Satgram Workshop of M/s. Eastern Coalfields Limited. Therefore Mr. Banerjee was not entitled for the post of Foreman (Electrical). According to norms he was not authorized to work as Foreman. The demand of Union is not justified under any provision of law. So the concerned workman is not entitled to any relief.

The workman has filed Exibit-1 to Extibit-12 as documentary evidence on his behalf. The workman Sri Bablu Bandopadhyay has filed the affidavit in his oral evidence. He has been cross-examined by the Learned Advocate of M/s. Eastern Coalfields Limited. M/s. Eastern Coalfields Limited has filed copy of attendance register, copy of promotion channel and Office order dated 21/22.2.2001.

4. Sri Sayantan Mukherjee, Learned Advocate argued on behalf of workman and Sri P. K. Goswami the learned Advocate argued on behalf of M/s Eastern Coalfields Limited. Besides oral argument Mr. Sayantan Mukherjee, Learned Advocate has filed written argument on behalf of workman.

5. Sri Sayantan Mukherjee has argued that concerned workman Sri Bablu Bandopadhyay has been performing the job of Foreman-in-charge (Excavation) with full satisfaction of management with the wages of Technical and Supervisory Grade-'C'. He ought to have been granted wages of Technical and Supervisory Grade-'B' in which he has been performing the job. The workman was suddenly selected for the post of Assistant Foreman (Trainee) (Electrical & Mechanical) in Technical and Supervisory Grade-'C' on 22.02.2001, causing change of discipline in clear violation of norms of Promotion procedures. He ought to have been granted wages of Technical and Supervisory Grade-'B' in which he has been performing job since 2000. The juniors are getting better pay-scale than the concerned workman Sri Bablu Bandopadhyay. On the other hand, Sri P. K. Goswami has argued that Sri Bablu Bandopadhyay was selected for the post of Assistant Foreman (Electrical) (Trainee). Therefore he was not authorized and entitled to work as Foreman (Excavation) and Sri Bablu Bandopadhyay is not entitled for any relief.

6. It is admitted fact that concerned workman Sri Bablu Bandopadhyay was initially appointed on 03.01.1985. It is also not disputed that he was designated as E. P. (Electrician) Grade-II in Grade-'C.' The workman has filed copy of letter reference No. ECL/SAT/CGM/E&M/10-11/158 dated 13.10.2010 issued by Sri R. N. Kar, Area Manager of Satgram Area of M/s. Eastern Coalfields Limited. By this letter Sri R. N. Kar has certified that Sri Bablu Bandopadhyay Assistant Foreman (E), U.M No. 813225 is working as Foreman-in-charge (E&M) at Satgram Workshop since February, 2001. On perusal of copy of Attendance Register filed by M/s. Eastern Coalfields Limited, it appears that Sri Bablu Bandopadhyay was posted and performing the job as E. P. (Electrician) from 31.1.2000 to March 2001. As per Annexure-A, the copy of Promotion Policy, it shows that an employee of M/s. Eastern Coalfields Limited having three years minimum experience or Diploma in Electrical Engineering can be promoted for the post of Assistant Foreman (Electrical) (Trainee). On perusal of Annexure-B, Office Order No. SAT/PER/B-24/2001/1140 dated 21/22.2.2001 filed by M/s. Eastern Coalfields Limited, it reveals that Sri Bablu Bandopadhyay was selected for the post of Assistant Foreman (Electrical) (Trainee) in Technical and Supervisory Grade-'C'. By this order he has to perform as Probationer for a period of one year i.e. till February, 2002. It is evident that initially Sri Bablu Bandopadhyay was selected by due process on sanctioned post.

7. From Exibit-6(b), Exibit-9, Exibit-9(b), Exibit-9(e), Exibit-9(f), Exibit-9(g), Exibit-9(h), Exibit-9(i) and Exibit-9(l) it conforms that Sri Bablu Bandopadhyay was performing function as Foreman. He was directed to function as Foreman (Excavation). It is relevant to mention that Sri Bablu Bandopadhyay was on probation period till February, 2002. But before completion of that period he was authorized to function on the job of Foreman (Excavation) in Technical and Supervisory, Grade-'B'. M/s. Eastern Coalfields Limited has authorized Sri Bablu Bandopadhyay to perform the job on the post of Foreman (Excavation) from the year 2000 in violation of his own letter dated 22.02.2001.

8. Vice-Chancellor, Lucknow University v/s Akhilesh Kumar Khare & Another, 2015 (147), FLR Page-410, Hon'ble Supreme Court has referred B.N. Nagarjun case (1979) 4 SCC page 507 as

" Duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals. The question of regularisation of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularise as a one-time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularisation, if any already made, but not sub-judice, need not be reopened based on this judgment, but there should be no further bypassing of the constitutional requirement and regularising or making permanent, those not duly appointed as per the constitutional scheme. "

9. In the light of the above decision the initial appointment of the concerned workman Sri Bablu Bandopadhyay is legal. He was promoted to Technical and Supervisory Grade-'B'. He possesses necessary qualification. He is performing the job on sanctioned post for more than 10 (Ten) years. Therefore he should be placed in Technical and Supervisory Grade-'B' and accordingly he should receive wages and other perquisite, if any.

10. The demand of the Union for placing Sri Bablu Bandopadhyay in the Grade-'B' and his wages accordingly, for the period he worked as Foreman (Excavation) and Foreman-in-charge (Excavation) is legal and justified. Sri Bablu Bandopadhyay is entitled to be regularized on the post of Foreman (Excavation) since February, 2001 and accordingly he is entitled for wages and other perquisite, if any, from February, 2001 placing him in Technical and Supervisory, Grade-'B'. The order will be enforced within Two months after publication under section 17 of the Industrial Disputes Act, 1947.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 31 मई, 2016

का.आ. 1129.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय आसनसोल के पंचाट (संदर्भ संख्या 40/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31/05/2016 को प्राप्त हुआ था।

[सं. एल–22012/513/1999–आई आर (सी.एम.–II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 31st May, 2016

S.O. 1129.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2000) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, ASANSOL as shown in the Annexure, in the industrial dispute between the management of Central Hospital, Kalla of M/s. ECL, and their workmen, received by the Central Government on 31/05/2016.

[No. L-22012/513/1999-IR(CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

PRESENT: Sri Pramod Kumar Mishra,
Presiding Officer

REFERENCE NO. 40 OF 2000

PARTIES: The management of Central Hospital, Kalla of M/s. E.C.L.

Vs.

Sri S. K. Namtirtha

REPRESENTATIVES:

For the management: Sri P. K. Das, Ld. Advocate

For the union (workman): Sri Sayantan Mukherjee, Ld. Advocate

INDUSTRY: COAL STATE : WEST BENGAL

Dated : 16.05.2016

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/513/1999–IR(CM-II) dated 06.07.2000 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

" Whether the action of the management of Central Hospital, Kalla, in terminating Sri S. K. Namtirtha, Sr. Clerk for service w.e.f. 26.11.1996 is justified? If not, to what relief the workman is entitled? **"**

1. Having received the Order No. L-22012/513/1999–IR(CM-II) dated 06.07.2000 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 40 of 2000 was registered on 01.08.2000. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. In brief, the delinquent workman Sri S. K. Namtirtha has stated in his written statement that he was working under the administrative control of Coal Mines Labour Welfare Organization, Government of India. Later Coal Mines Labour Welfare Organization was merged with Coal India Limited on 01.08.1985. M/s. Eastern Coalfields Limited was interested to run Central Hospital, Kalla on behalf of M/s. Coal India Limited. Since then from 01.08.1985 Central Hospital, Kalla is Part and Percel of M/s. Eastern Coalfields Limited Coalfields Limited. During service period Sri S. K. Namtirtha was charge sheeted for loss of 2 (Two) medical unfit case files namely Smt. Chunki Bai and Sri Mashi Charan Masi. Sri S. K. Namtirtha was held responsible and he was charge sheeted for loss of the above two files. Charge sheet was issued under the provision of Model Standing Order. Though, provision of Certified Standing Order was in force at that relevant time. But instead of issuing charge sheet under Certified Standing Order, charge sheet was issued under Model Standing Order. Sri S. K. Namtirtha, replied the charge sheet, denying all the charges levelled against him. The Additional Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited after receiving the explanation of the delinquent workman Sri S. K. Namtirtha appointed Sri R. N. Ganguly, Deputy Personnel Manager of Central Hospital, Kalla of M/s. Eastern Coalfields Limited as Enquiry Officer. The Chief Medical Officer of Central Hospital, Kalla, appointed Sri Uday Chatterjee, A.C.V.O. as Presenting Officer for holding a domestic enquiry in to the charge sheet No. ECL/CHA/DPM/Addl.CMO/93/8901 dated 12.07.1993 issued to Sri S. K. Namtirtha, Sr. Clerk of Central Hospital, Kalla of M/s. Eastern Coalfields Limited. The copy of Appointment Letter of Enquiry Officer and Presenting Officer were duly supplied to the delinquent workman. But the copy of preliminary Enquiry Report and list of management's witnesses who were examined during preliminary enquiry was not supplied

to Sri Namtirtha. The Enquiry Officer was biased because he was under the administrative control of the Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited. The Principle of Natural Justice was not complied with. The delinquent workman was not provided the opportunity of defending himself during domestic enquiry. The General Manager (Personnel) M/s. Eastern Coalfields Limited, Sanctoria vide letter no. ECL/CMD/C-6B/96/3359 dated 24.10.1996 passed the Order of Dismissal from service of Sri S. K. Namtirtha. The employment file of Smt. Chunki Bai is still available at Central Hospital, Kalla on the basis of which employment has also been offered in that case. Another file of Sri Pradip Kumar Bias is also available in Central Hospital Kalla Office and employment has also been offered in that case against medical un-fitness of the existing employees. Both the persons appointed are still in service. Moreover, as per Government of India, Department of Pen and Peng. Welfare Office Memo No. 4/18/87 P&PW(D) dated 05.07.1989 transferred employees from the Coal Mines Welfare Organization cannot be dismissed or removed from service without the approval of Ministry.

3. The Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited has stated in his written statement that, Sri S. K. Namtirtha had joined in the services of M/s. Eastern Coalfields Limited at Central Hospital, Kalla on 01.08.1985 as per terms and conditions in his letter of 'Option'. Sri S. K. Namtirtha, while he was working as a Senior Clerk at Central Hospital, Kalla of M/s. Eastern Coalfields Limited was issued charge sheet No. ECL/CH/DPM/Addl./Cons/93/8301 dated 12.07.1993 for his act of misconduct as per Clause No. 17(1)(a) of Model Standing Order applicable to the establishment. Sri S. K. Namtirtha was charge sheeted for misplacement of two medical unfit case files after receiving the same from M/s. Eastern Coalfields Limited's Head Quarter on 24.07.1990. Sri S. K. Namtirtha was not in any way connected for dealing the above files, nor was he authorized to collect the said files from M/s. Eastern Coalfields Limited's Head Quarter. The charge sheeted workman submitted his reply of the charge sheet on 02.09.1993 by denying all the charges leveled against him. As the reply of the delinquent workman was found to be un-satisfactory, it was decided to hold domestic enquiry into the said charges as per provisions of Model Standing Order. Sri R. N. Ganguly, Deputy Personnel Manager of Central Hospital, Kalla of M/s. Eastern Coalfields Limited was appointed as an Enquiry Officer. The Enquiry Officer conducted the enquiry by providing all reasonable opportunity to the workman to defend himself during enquiry proceedings in accordance with the Principle of Natural Justice. After completion of the enquiry proceedings a copy of the Enquiry Report was sent to the workman by the management before imposing punishment upon him. After careful consideration of the Charge Sheet, reply to the Charge Sheet, Enquiry Proceedings and Enquiry Report the competent authority was pleased to pass the Order of Dismissal from service of Sri S. K. Namtirtha. The workman had filed T. S. No. 96/95 before Learned Civil Judge at Asansol Court but it was dismissed on contest. Subsequently Sri S. K. Namtirtha filed a Title Suit before the senior division which was also dismissed on contest. Sri S. K. Namtirtha thereafter preferred a Writ Petition before the Hon'ble Calcutta High Court challenging the Order of Dismissal and the said case was also dismissed on contest. There is no procedure for serving any report of preliminary enquiry or list of witness proposed to be examined along with the Charge Sheet. The allegation of the workman that the concerned workman being transferred from Coal Mines Welfare Organization to M/s. Eastern Coalfields Limited, Central Hospital, Kalla, the workman Sri S. K. Namtirtha cannot be dismissed from service without approval of administrative ministry / department is also misconceived.

4. The workman has also stated in his rejoinder written statement that the suit in the Civil Court of Asansol and Writ petition at Hon'ble Calcutta High Court were dismissed not on merit. It was not adjudicated on merit. The files of Smt. Chunki Bai and Sri Mashi Charan Masi are still available in the office of the Central Hospital, Kalla of M/s. Eastern Coalfields Limited. The enquiry is vitiated and biased. There is no compliance of natural justice. In compliance of natural justice the supply of copy of preliminary enquiry report and list of proposed witness for examination are mandatory.

5. The delinquent workman has filed Annexure in documentary evidences. Sri S. K. Namtirtha filed affidavit in his oral evidence. He has been crossed examined by the Learned Advocate of M/s. Eastern Coalfields Limited. Sri Sayantan Mukherjee, the Learned Advocate has filed written argument on behalf of the workman. Sri P. K. Das, the Learned Advocate has filled written argument on behalf of Central Hospital, Kalla of M/s. Eastern Coalfields Limited. I perused the written argument of both parties, in addition I also heard the argument of Sri Sayantan Mukherjee. Sri Sayantan Mukherjee Learned Advocate of the workman has stated in his written argument that Addl. Chief Medical Officer and General Manager are not the appointing authority and as such they cannot issue Charge Sheet and pass Dismissal Order from service. As per constitution of India only appointing authority can issue Charge Sheet and pass the Dismissal Order. He has argued that vide Government of India's O.M. No. 4/1887-P &PW dated 05.07.1989. As such the Dismissal Order should be reviewed by the Administrative Ministry Department. In the event of dismissal order he will get the pay protection. He has argued that at that relevant time Certified Standing Order was applicable. But the Charge Sheet has been issued as per Model Standing Order which was not applicable at that relevant time. Therefore, issuance of Charge Sheet under Model Standing Order is illegal. He has argued that the delinquent workman was not served with the copy of Preliminary Enquiry Report. The enquiry is, therefore, absolutely vitiated and there is no compliance of Natural Justice. He was not given any opportunity to defend himself. Before passing Dismissal Order issuance of 2nd Show Cause Notice is mandatory as per provision of law but it was not issued to him. He has also argued that the misplaced files for which the Charge Sheet was issued are still available in the office of Central Hospital, Kalla of M/s. Eastern Coalfields Limited. Therefore, he cannot be punished for misplacement of files.

6. It is admitted fact that Sri S. K. Namtirtha, the delinquent employee was an employee of M/s. Eastern Coalfields Limited and posted in Central Hospital, Kalla of M/s. Eastern Coalfields Limited after the Coal Mines Welfare Organization was merged with M/s. Eastern Coalfields Limited as per Government notification. It is also admitted by both the parties that he was dismissed from service after enquiry. It is not essential that Charge Sheet is required to be issued only by the Appointing Authority. The Charge Sheet can be issued by any officer even lower in rank than appointing authority. But Dismissal Order can only be passed by any officer, equal in rank or superior in rank to Appointing Authority. The Dismissal Order has been passed by the General Manager (Personnel) who is the Appointing Authority.

7. The Central Hospital, Kalla of Coal Mines Labour Welfare Organization was merged with M/s. Eastern Coalfields Limited as per Government notification and Sri S. K. Namtirtha was posted at Central Hospital, Kalla which is an unit of M/s. Eastern Coalfields Limited. The concerned delinquent employee before the above merger may be an employee of Coal Mines Labour Welfare Organization, Govt. of India. But after merger of Coal Mines Labour Welfare Organization with M/s. Eastern Coalfields Limited the service conditions applicable to other employees of M/s. Eastern Coalfields Limited stands automatically applicable to Sri S. K. Namtirtha, being an employee of Central Hospital, Kalla of M/s. Eastern Coalfields Limited. The lien of the employee concerned with Coal Mines Labour Welfare Organization automatically comes to end after merger. Therefore after merger there is no need to take approval of the concerned Ministry or Department for taking disciplinary action or punishment of dismissal.

8. Hon'ble Supreme Court in Panchraj Tiwari v/s M.P. State Electricity Board and Others, 2014 (141) FLR 288 has held :

" Once a service is merged with another, merged service loses its original identity, if retains its original status, it cannot be an absorption or merger or integration."

9. It transpires from records that the delinquent workman was Charge Sheeted as per Clause 17(1)(a) of Model Standing Order for gross misconduct for misplacement of two important medical unfit case files. Model Standing Order is described in Industrial Employment (Standing Order), 1946. The Charge Sheet was issued vide No. ECL/CHA/DPM/Addl.CMO/93/8901 has been issued on 12.07.1993. Whereas, the Certified Standing Order was enforced in M/s. Eastern Coalfields Limited vide Ref. No. ECL/CMD/C-6D/2875 dated 23.12.1999. Therefore, it is evident that in July, 1993 Model Standing Order was applicable in M/s. Eastern Coalfields Limited, not the Certified Standing Order.

10. It appears from record that before issuing Charge Sheet to the delinquent workman Sri S. K. Namtirtha no preliminary enquiry was conducted. In Model Standing Order there is no provision for conducting preliminary enquiry before conducting domestic or departmental enquiry. Therefore, question does not arise to supply copy of Preliminary Enquiry Report to the workman who was charge sheeted as per Model Standing Order. The delinquent workman has requested the management for an opportunity to inspect the records vide his letter dated 14.07.1993 to the Addl. Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited.

11. The delinquent workman has stated that he was issued Charge Sheet on 12.07.1993. After receiving the reply of delinquent workman the Addl. Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited appointed Sri R. N. Ganguly, Dy. Personnel Manager, Central Hospital, Kalla of M/s. Eastern Coalfields Limited as Enquiry officer by letter dated 18.11.1993. The Chief Medical Officer, Central Hospital, Kalla of M/s. Eastern Coalfields Limited appointed Sri U. Chatterjee, Addl.C.V.O. as Presenting Officer on 05.04.1994. Copies of these letters were also served to the delinquent workman Sri S. K. Namtirtha.

12**.** The first sitting of the enquiry was held on 20.05.1994. The delinquent workman was allowed to be represented by Sri Bidyut Mondal, Clerk, Central Hospital, Kalla of M/s. Eastern Coalfields Limited. The enquiry was conducted in presence of the delinquent workman. After recording the statement of Presenting Officer, the enquiry was adjourned for 21.05.1994. Sri S. K. Namtirtha assisted by the co-worker Sri Bidyut Mondal, was allowed to cross-examine the Presenting Officer on 21.05.1994. The delinquent felt uneasiness due to his respiratory trouble and as such the enquiry was adjourned to 11.08.1994 and from 11.08.1994 to 14.11.1994. On 14.11.1994 the statement of Sri B. Misra, PW-1 was recorded. Sri B. Misra, Dy.CVO of M/s. Eastern Coalfields Limited, in his statement stated that the signature of receiving the files from Sanctoria Office by Sri S. K. Namtirtha was verified by hand-writing experts and the authenticity of the signature has been confirmed by them. The enquiry was adjourned to 17.11.1994. The delinquent workman was permitted to cross-examine the PW-1, Sri B. Misra. Then the enquiry was adjourned. On application of the delinquent workman, he was permitted to cross examine Sri U. Chatterjee, Presenting officer who was already cross-examined by the delinquent on 21.05.1994. On 29.11.1994 Sri S. K. Namtirtha cross-examined Sri D. K. Bhaduri, PW-4. On request of Sri S. K. Namtirtha, the enquiry proceeding was adjourned. Enquiry proceeding was fixed for 12.12.1994. On 12.12.1994 the presentation of prosecution witness was over. On request of Sri S. K. Namtirtha the date of enquiry proceeding was fixed for 26.12.1994, Sri S. K. Namtirtha examined his defense witness namely Sri B. D. Khan, Clerk, Central Hospital, Kalla of M/s. Eastern Coalfields Limited (DW-1) and Sri B. N. Sen, Ex-O.S., Central Hospital Kalla of M/s. Eastern Coalfields Limited (DW-2). On 06.01.1995 the statement of Sri S. K. Namtirtha was recorded.

13. On perusal of Enquiry Report and Enquiry Proceedings it is evident that the Presenting officer has proved the charges levelled against the delinquent workman and confirmed the receipt of files by the delinquent. Sri S. K. Namtirtha has not filed rebuttal evidence in his defense on this point. The enquiry officer has given all reasonable opportunities to the delinquent. The delinquent was allowed to be represented by co-worker of his choice. The delinquent was allowed ample opportunity to cross-examine all the witnesses of management. The delinquent was accorded opportunity to put his defense witnesses as well as to put his written argument if, he wishes. On the request of delinquent the enquiry proceedings was adjourned on several dates. On perusal of Charge Sheet, Enquiry Report, Enquiry Proceedings and Oral Evidences it is clear that there is complete compliance of Natural Justice in enquiry. The Enquiry Officer has also taken all care for compliance of Natural Justice to the workman during domestic enquiry.

14. Hon'ble Supreme Court in **Nirmal J. Jhala v/s State of Gujrat and another, 2013 LAB. I.C. 2113** has held:

" The disciplinary proceedings are not a criminal trial, and in spite of the fact that same are quasi-judicial and quasi-criminal, doctrine of proof beyond reasonable doubt, does not apply in such cases, but the principle of preponderance of probabilities would apply. The court has to see whether there is evidence on record to reach the conclusion that the delinquent had committed a misconduct."

15. In view of the law laid down by the Hon'ble Apex Court the misconduct of the delinquent workman Sri S. K. Namtirtha need not to be proved beyond reasonable doubt. His misconduct only needs to be proved on the basis of preponderance of probabilities which has been proved in this present reference.

16. So far as question of 2nd Show Cause Notice is concerned the Hon'ble Delhi High Court in **Delhi Transport Corporation v/s Sri Mithan Lal, 2013 LAB. I.C. 2296** has held:

" By way of amendment to Art. 311(2) by Constitution (42nd) Amendment Act, 1976, requirement of giving notice to Government servant after conclusion of inquiry apprising him of penalty to be imposed was done away with, only requirement now is to supply delinquent copy of report of Inquiry Officer for his response."

17. In view of the law laid down by the Hon'ble Delhi High Court there is no need to send 2nd Show Cause Notice before imposing punishment of dismissal. Now only requirement is to supply the delinquent the copy of enquiry report for his response. This has been complied in present reference. The delinquent has been supplied the copy of enquiry proceeding after conclusion of enquiry and before passing order of punishment.

18**.** The delinquent workman Sri S. K. Namtirtha has stated in Page-7 of his written statement as well as on written argument that both the files are still available at Central Hospital, Kalla, at Asansol.

19. But there is no piece of evidence on record that when missing file was traced. In enquiry proceeding it has been proved that the delinquent workman Sri S. K. Namtirtha received the questioned file by putting his signature for which he was charge sheeted. His signature regarding receipt of misplaced file was proved in enquiry proceeding. The disputed signature was compared with specimen signature of Sri S. K. Namtirtha. There is no doubt that the delinquent workman received the file by his own sign. At the time of receiving the file Sri S. K. Namtirtha put his signature but he was unable to present the misplace file during the enquiry proceeding. If it is proved that Sri S. K. Namtirtha received the file it was for the S. K. Namtirtha to trace the misplaced file. It is apparent that till conclusion of enquiry and till passing of dismissal order Sri S. K. Namtirtha was unable to trace the missing file. Even if for sake of argument it is assured that the misplaced file was recovered afterwards but there was no piece of evidence on record that when misplaced file was recovered.

20. The conception of misconduct on the part on an employee arises out of the terms and conditions of service and is intimately connected with the nature of relationship between master and servant. Employees are subject to certain discipline, rules and regulation governing their employment and any act in violations of such rules and regulation will be misconduct. Hospitals are sensitive institution and are engaged in saving human life. Success of such institution depends much upon the confidence generated by the staff working there. Misappropriation by an employee working in any institution is a serious and grave misconduct and the dismissal on this ground by M/s. Eastern Coalfields Limited is proportionate punishment.

21. In view of the above discussion the action of management of Central Hospital of M/s. Eastern Coalfields Limited at Kalla in terminating Sri S. K. Namtirtha, Service Clerk from services is justified. The workman is not entitled to any relief.

O R D E R

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 27 मई, 2016

का.आ. 1130.— राष्ट्रपति, श्री देशपाण्डे मलहार विश्वनाथराव, पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायाल, मुम्बई–II को केन्द्रीय सरकार औद्योगिक अधिकरण सह श्रम न्यायालय, नागपुर के पीठासीन अधिकारी के पद का अतिरिक्त प्रभार 6–5–2016 से छः महीनों तक की अवधि अथवा नियमित आधार पर पद भरे जाने तक अथवा अगले आदेश तक, जो भी पहले हो, सौंपा जाता है ।

[सं. ए–11016/03/2009–सीएलएस–II]

एस. के. सिंह, अवर सचिव

New Delhi, the 27th May, 2016

S.O. 1130.—The President is pleased to entrust the additional charge of the post of Presiding Officer of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur to Shri Deshpande Malhar Vishvnathrao, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Mumbai-II for a period of six months with effect from 6-5-2016 or till the post is filled on regular basis or until further orders, whichever is the earliest.

[No. A-11016/03/2009-CLS-II]

S. K. SINGH, Under Secy.

नई दिल्ली, 30 मई, 2016

का.आ. 1131.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा–1 की उप धारा–(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 जून, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय–4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय–5 और 6 (धारा–76 की उप धारा–(1) और धारा–77 ,78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध उत्तराखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

''हरिद्वार एवं उधमसिंह नगर के जिले में आने वाले सभी राजस्व ग्राम।''

[सं. एस–38013/22/2016–एसएस–1]

अजय मलिक, अवर सचिव

New Delhi, the 30th May, 2016

S.O. 1131.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttarakhand namely: -

"All the Revenue Villages in Haridawar and Udham Singh Nagar district."

[No. S-38013/22/2016-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 30 मई, 2016

का.आ. 1132.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा–1 की उप धारा–(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा **01 जून, 2016** को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय–4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय–5 और 6 (धारा–76 की उप धारा–(1) और धारा–77 ,78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध **उड़ीसा** राज्य के निम्नलिखित जिलों के संपूर्ण क्षेत्र में प्रवृत्त होंगे :–

''अनुगोल, बालेश्वर, बरगढ़, भद्रक, बलांगीर, कटक, ढेंकानाल, गंजाम, जगतसिंहपुर, याजपुर, झारसुगुडा, क्योंझर, खुर्दा, कोरापुट, मयूरभंज, पुरी, रायगडा, संबलपुर, सोनपुर और सुंदरगढ़''।

[सं. एस–38013/23/2016–एसएस.–1]

अजय मलिक, अवर सचिव

New Delhi, the 30th May, 2016

S.O. 1132.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following Districts in the State of Odisha where the Provisions of ESI Act, 1948 are already in force: -

"Angul, Balasore, Bargarh, Bhadark, Bolangir, Cuttack, Dhenkanal, Ganjam, Jagatsinghpur, Jajpur, Jharsuguda, Keonjhar, Khurda, Koraput, Mayurbhanj, Puri, Rayagada, Sambalpur, Sonepur and Sundargarh,"

[No. S-38013/23/2016-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 30 मई, 2016

का.आ. 1133.—कर्मचारी राज्य बीमा अधिनियम,1948 (1948 का 34) की धारा–1 की उप धारा–(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 01 जून, 2016 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय–4(44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय–5 और 6 (धारा–76 की उप धारा–(1) और धारा–77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

क्रम संख्या	जिलों के नाम
1.	रायपुर
2.	बलौदाबाज़ार
3.	धमतरी
4.	गरियाबंद
5.	राजनांदगांव
6.	दुर्ग
7.	बिलासपुर
8.	जांजगीर–चांपा
9.	कोरबा
10.	रायगढ़

[सं. एस–38013/24/2016–एसएस–1]

अजय मलिक, अवर सचिव

New Delhi, the 30th May, 2016

S.O. 1133.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following entire districts (including already implemented areas) in the State of **Chhattisgarh** namely: -

S.No.	Name of the District
1.	Raipur
2.	Baloda-Bazaar
3.	Dhamtari
4.	Gariaband
5.	Rajnandgaon
6.	Durg
7.	Bilaspur
8.	Janjgir-Champa
9.	Korba
10.	Raigarh

[No. S-38013/24/2016-SS-I]

AJAY MALIK, Under Secy.

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